

**DENTAL SAVINGS CLUB
ACCESS AGREEMENT**

THIS DENTAL SAVINGS CLUB ACCESS AGREEMENT (this “*Agreement*”) is made and entered into this _____ day of _____ 20____ (“*Effective Date*”), by and between WDA Insurance and Services Corp (“*WDAISC*”) and _____, a Wisconsin Dental Practice (“*Practice*”).

WHEREAS, WDAISC offers, markets and distributes a discount dental program (the “Savings Club”), which enables individuals or groups who enroll in the Savings Club (“*Members*”) with access to receive discounts on the costs of dental services, from WDAISC’s network of participating dental professionals (each dental professional a “*Participating Dental Professional*”);

WHEREAS, Practice owns and operates a dental practice and provides dental services to the public through individual Dental Professionals and healthcare professionals who are appropriately licensed to practice in the state(s) in which Practice operates;

WHEREAS, WDAISC has separately entered into a Master Services Agreement with Moonlight Graham of Wisconsin, LLC (“*MG*”), whereby MG provides certain administrative, management, information services, and customer support services on behalf of WDAISC (collectively referred to as the “*Administrative Services*” herein);

WHEREAS, in providing the Administrative Services on behalf of WDAISC, MG may communicate directly with and otherwise engage with Practice and Participating Dental Professionals to perform duties under this Agreement on behalf of WDAISC in accordance with the Master Services Agreement;

WHEREAS, Practice, on behalf of itself and its employed and contracted dental professionals, desires and agrees to be engaged by WDAISC as a Participating Dental Professional in order to provide dental services at a discount to Members in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and for good and other valuable consideration, Practice and WDAISC agree as follows:

1. Covenants by WDAISC:

- a. Authority. WDAISC has the authority to enter into this Agreement and is not bound by any agreement or arrangement that would preclude WDAISC from entering into this Agreement.

2. Covenants by Practice:

- a. Authority. Practice has the authority to enter into this Agreement on behalf of itself and its employed and contracted dental professionals and is not bound by any agreement or arrangement that would preclude Practice from entering into this Agreement.

3. Practice Authority; Independent Medical Decision Making:

- a. Practice Independence. The parties acknowledge and agree that WDAISC will not attempt to govern in any way, whether directly or indirectly, the clinical sufficiency, suitability, reliability or efficacy of a particular product, service, process or activity as it relates to the delivery of dental services by Practice. All decisions regarding the provision of dental services shall be based solely upon the independent professional judgment of Practice and its dental professionals and shall be made in the best interests of the patients. WDAISC will not preclude or otherwise restrict, by penalty or operation, the ability of Practice (including its dental professionals) to exercise their independent professional judgment over the delivery of dental services.
- b. Standards and Oversight of Professional Activities. The Parties hereto expressly recognize that Practice and its dental professionals shall have ultimate authority, control and direction over all the professional services rendered by dental professionals engaged by Practice. Practice shall be solely responsible for all clinical, professional and ethical matters concerning its relationship with the dental professionals engaged by Practice.
- c. Compliance with Standards. Nothing in this Agreement is intended nor shall it be construed to waive or limit the obligations of Practice and the dental professionals engaged by it to comply with: (i) accepted ethical standards established by the dental profession; (ii) any standards applicable to their professional practice as may be established from time to time; or (iii) standards and obligations established by Practice, including but not limited to such standards as may be established in the standard form of contract or policies and procedures between Practice and the dental professionals engaged by Practice.

4. Term and Termination:

- a. Term. Subject to the terms and conditions otherwise set forth in this Agreement, this Agreement shall have an initial term of one (1) year, commencing as of the Effective Date (“Initial Term”). Thereafter, unless one Party notifies the other in writing of its intent to terminate in accordance with this Agreement at least ninety (90) days prior to an anniversary of the Effective Date, upon the expiration of the Initial Term and each anniversary of the Effective Date thereafter, the Agreement shall renew automatically for successive terms of one (1) year (each a “Renewal Term”). Notwithstanding the foregoing, the Fee Schedules (as that term is defined in Section 6 herein) shall be subject to annual review and adjustment based upon the Fair Health benchmarks.
- b. Termination without Cause. Practice may terminate this Agreement for any reason by providing written notice to MG of its intent that the Agreement terminate.

- c. Termination for Cause. Either Party may terminate this Agreement for cause upon written notice to the other Party if the other Party materially breaches this Agreement, and such breach continues for a period of sixty (60) days uncured after written notice of such breach is provided to such other Party.
- d. Lawful Effect. If this Agreement or any of its terms and conditions should be deemed unlawful or otherwise prohibited by any law or regulation, and the parties are not reasonably able to modify this Agreement to avoid such violation, then either party may terminate this Agreement upon ninety (90) days prior written notice.
- e. Change in Law. If a party receives notification (the “*Notification*”) of: (i) an opinion (the “*Opinion*”) of nationally recognized health care counsel that it is more likely than not that applicable legislation, regulations, rules or procedures (collectively referred to herein as an “*Applicable Law*”) in effect or to become effective as of a date certain, or (ii) an actual or threatened decision, finding or action by any governmental or private agency or court or payer (collectively referred to herein as an “*Action*”), which Applicable Law or Action, if or when implemented, would have the effect of subjecting either party to civil or criminal prosecution under state and/or federal laws, or to another material adverse proceeding or impact on the basis of their participation herein, then the party receiving the Notification shall provide the Notification to the other party. The parties shall attempt in good faith to amend this Agreement to the minimum extent necessary in order to comply with such Applicable Law or to avoid the Action, as applicable, and shall utilize mutually agreed upon joint legal counsel to the extent practicable. If, within fifteen (15) days of providing written notice of the Notification to the other party, the parties hereto acting in good faith are unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or alternatively, the parties mutually determine in good faith that compliance with such requirements is impossible, unfeasible or unacceptable, then this Agreement shall be terminated without penalty, charge or continuing liability upon the earlier of the following: (i) the date thirty (30) days subsequent to the date upon which any party gives written notice to the other party, or (ii) the effective date upon which the Applicable Law or Action prohibits the relationship of the parties pursuant to this Agreement.
- f. Effect of Termination. Termination of this Agreement shall not discharge either party from any obligation that arose and remains to be performed upon the date of termination, including, but not limited to, Practice honoring appointments for Members that were scheduled prior to termination but not yet performed as of the date of termination. If this Agreement is terminated within the Initial Term (i.e., the first year of the Agreement), the parties may not enter into the same or substantially the same arrangement until after the date when the Initial Term would have expired.

5. WDAISC's Duties:

- a. WDAISC separately entered into that certain Master Services Agreement with MG, whereby MG provides Administrative Services on behalf of WDAISC and contracts with SKYGEN, Inc, which provides access to a sophisticated information technology platform (the "**Platform**") which enables (i) consumers to enroll in the Savings Club, pay membership fees, search for Participating Dental Professionals, schedule appointments, seek financing, and pay for dental services; and (ii) Participating Dental Professionals to create quotes, invoices, and receive payments for services, among other activities. Dental Professionals and staff will utilize the Platform to engage in Savings Club activities.
- b. Pursuant to the Master Services Agreement, WDAISC engaged MG to perform certain duties under this Agreement on behalf of WDAISC, and WDAISC, in its sole discretion, may request from time to time that MG perform certain activities set forth herein on behalf of WDAISC. Accordingly, activities identified herein as being performed by WDAISC may be performed by MG, acting on behalf of WDAISC.
- c. WDAISC agrees that as soon as practical and for the term of this Agreement, WDAISC will publish the name of each dental professional employed or engaged by Practice and other relevant contact information in WDAISC's list of Participating Dental Professionals. Such Participating Dental Professionals will be included in the search feature available to Members via the MG Platform. Upon request from Practice, WDAISC will remove an individual dental professional from the list of Participating Dental Professionals. Services provided by such removed dental professionals will no longer be subject to this Agreement.
- d. WDAISC, together with MG, shall engage in marketing activities related to the Savings Club, including, but not limited to, provider network development and direct-to-consumer marketing. Upon request, WDAISC shall provide to Practice materials regarding the Savings Club for Practice to display in Practice's office(s) or on Practice's website.

6. Practice Duties:

- a. Practice agrees that dental services will be provided to Members in a timely manner on the same basis as Practice is available to other patients and without discrimination based on participation in the Savings Club, source of payment, age, sex, ethnicity, religion, sexual orientation, health status, or disability.
- b. Practice shall render only those services that Practice or its dental professionals are professionally licensed, trained, and qualified to perform in accordance with prevailing local standards of care.

- c. Practice agrees to charge for dental services furnished to Members in accordance with the fee schedules applicable to the Savings Club and shall accept such payments as payment in full. The fee schedule as of the Effective Date of this Agreement is attached as **Exhibit A** and fees for dental procedure codes not included in Exhibit A can be viewed by visiting the Savings Club provider portal (collectively, the “*Fee Schedules*”). For information on how to visit and register for access to the Savings Club provider portal, please send an email to Daniel.Dee@skygenusa.com. Practice agrees to visit and register for access to the Savings Club provider portal to view the fees for dental procedure codes not included in Exhibit A.
- d. Practice shall provide the contact information required to create Practice's listing on the MG Platform and facilitate scheduling and payment for services provided under this Agreement, as well as any other information reasonably requested by WDAISC or MG. Practice's contact information and a list of Participating Dental Professionals shall be submitted in a format that is acceptable to MG. In the event of a change to Practice's contact information or participation by an individual Participating Dental Professional, Practice shall promptly notify WDAISC and MG of the change to ensure the MG Platform is updated accordingly.
- e. Practice agrees to cooperate with WDAISC's and MG's efforts to interface, integrate, and implement dental industry technology, which may include, but is not limited to Stripe, iCreditWorks, and NexHealth, to optimize the Member experience. Practice agrees to accept and be responsible for Stripe's processing fee for each Member payment transaction for services rendered by the Practice. Practice agrees to accept and be responsible for payment of NexHealth API integration fees when member uses NexHealth API calls to make an appointment online, or a direct payment into the dental practice management system (PMS). When a Member selects iCreditWorks, or another financing option, as the payment option, Practice agrees to accept the reduced payment percentage as payment in full for the services rendered to the Member. Fees associated with the use of the technology will be accepted and paid by Practice.
- f. Practice understands and agrees that Members shall be solely responsible to Practice for payment for services rendered by Practice, and that WDAISC shall not be responsible for, and Practice shall be solely responsible for, the collection of any such payment owed by Members to Practice, refunds to Members by Practice, and all payment for dental care services are between the Member and the Practice.
- g. Practice shall promptly advise WDAISC and MG in writing of any request for records or any claim, lawsuit or demand for arbitration, filed or initiated by a Member.
- h. Practice agrees to cooperate with WDAISC and MG in the investigation of any complaint, controversy, or claim.

- i. Practice warrants that it and the dental professionals employed or engaged by the Practice: (i) are duly qualified and licensed to perform dental services in the jurisdictions where the Practice operates; (ii) are members of the Wisconsin Dental Association (WDA); (iii) are not currently excluded, barred or otherwise ineligible to participate in any governmental or commercial health care program; (iv) have not been convicted of a criminal offense related to the provision of dental or health care items or services; and (v) are not under investigation and no threat of legal proceedings related to Practice's provision of dental services exists. Practice further warrants that it is not otherwise aware of any circumstances which may result in Practice or a dental professional employed or engaged by it being excluded from participation in a governmental or commercial health care program. The foregoing shall be an ongoing representation and warranty during the term of this Agreement, and Practice shall immediately notify WDAISC of any change in the status of a representation and warranty set forth in this Section 6.i. Any breach of this Section 6.i. shall give WDAISC the right to terminate this Agreement immediately for cause.
- j. During the course of this Agreement, Practice and each of its employed or engaged dental professionals agree to carry: (i) professional liability insurance, at Practice's sole cost and expense, in an amount not less than the greater of (y) the amount required by law, or (z) \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate; and (ii) cyber liability insurance policies with limits not less than \$50,000 per occurrence. While the foregoing represent the minimum requirements, WDAISC strongly encourages Practice and its employed or engaged dental professionals to pursue cyber liability coverage with a limit not less than \$250,000 per occurrence. All insurance coverage shall be written by a company authorized to transact insurance business in the jurisdictions where the Practice provides dental services. Such insurance shall be in force as of the Effective Date and continuously through the term of this Agreement. Practice shall provide WDAISC with proof of such insurance upon request and shall notify WDAISC within ten (10) days of any cancellation of or changes in such coverage. In the event such coverage is provided through a "claims-made" policy, Practice shall maintain such insurance (or shall ensure that such insurance is maintained) in force indefinitely following the termination of this Agreement via purchase of an extended reporting endorsement or "tail" coverage. In the event of the cancellation of such insurance, Practice shall immediately purchase (or shall ensure the purchase of) an indefinite "tail" policy and shall provide WDAISC with evidence thereof upon request. Practice shall inform WDAISC immediately of any act or omission arising out of the performance of services for a Member of which Practice is aware in connection with it or a Participating Dental Professional which could reasonably be expected to result in a claim of liability. The requirements under this Section 6.j. shall survive termination of this Agreement.
- k. Practice shall, within five (5) business days, give WDAISC notice of receipt of notice of the occurrence of any material change, event, action or circumstance

that may adversely affect Practice's or a Participating Dental Professional's ability to provide, and eligibility to perform, services under this Agreement in accordance with applicable law and the requirements of this Agreement.

- l. Practice shall ensure that each dental professional employed or engaged by Practice who will participate in the Savings Club executes the Eligible Dental Professional Acknowledgement attached hereto as **Exhibit C**.
 - m. Practice acknowledges WDAISC's and MG's proprietary technology and agrees to engage with and facilitate the use of MG's Platform, including the mobile application, which may be used by Members for multiple functions, including, but not limited to, appointment scheduling, verification of eligibility, pre-billing, and final billing.
 - n. Practice agrees to respond promptly, within one business day, to WDAISC's and MG's emails (i) seeking appointments for Members; (ii) soliciting dental claim information from Practice, including, but not limited to, procedure codes, tooth numbers, surfaces, quadrants, and billed charge amounts; (iii) requesting that Practice to verify the application of discounts to appear on the Member's final bill; and (iv) requesting information for pre-treatment estimates and second opinions.
 - o. Practice shall maintain adequate patient records relating to the provision of dental services to Members in such form and containing such information as is required by applicable law.
7. **Changes in Programs:** It is specifically understood that the reduced rates, services, and other terms and conditions listed on **Exhibit A**, and the associated fees for dental procedure codes that are not included in Exhibit A, but included as a part of the Savings Club Fee Schedules and available in the Savings Club provider portal, will be reviewed annually using the Fair Health schedules as benchmarks. WDAISC agrees to notify Practice of changes in the fee schedule by sending an email to the Practice email account with the updated Fee Schedules and an effective date for the updates. Additionally, WDAISC will upload the updated Fee Schedules and the effective date for the updates on the Savings Club Provider Portal. The Practice has sixty (60) days to opt out of the new Fee Schedules, or the new Fee Schedules with new fees for dental procedure codes will go into effect on the effective date.

8. **Acknowledgements and Agreements:**

- a. WDAISC is Not a Provider of Dental or Medical Services. Practice hereby expressly acknowledges and agrees that WDAISC is not engaged in the practice of dentistry or medicine and is not itself a provider of any dental or medical services.
- b. WDAISC is not a Plan Administrator. Practice hereby expressly acknowledges and agrees that WDAISC is not a benefit plan third party administrator and

WDAISC's review of any information provided to it is not for the purpose of auditing the correctness of any charges, determining any Member's eligibility to receive benefits under a benefit plan (other than eligibility for participation in the Savings Club), determining benefit availability or determining whether any claim is payable under a benefit plan. In addition, for purposes of the Employee Retirement Income Security Act of 1974 ("ERISA") or any other state or federal laws that may be applicable, WDAISC shall not be deemed the "Administrator" or "Named Fiduciary" of any benefit plan. Practice hereby waives (and shall have no cause of action, at law or in equity, against) and releases WDAISC, its employees, agents, officers and directors from any claims, demands, obligations, liabilities, and causes of action of every nature whatsoever, relating to, arising out of, or resulting from the enforcement of and compliance with ERISA.

- c. No Representation of Member Use. Practice hereby acknowledges and agrees that, WDAISC makes no guarantees or representations, implied or express, regarding the selection or use of Practice by Members. WDAISC shall have no liability to Practice if Members choose to not utilize the services of Practice.
- d. No Payment for Referral. The parties hereby expressly acknowledge and agree that Members are free to obtain services from Practice outside of the Savings Club and MG Platform and that no payment or transfer of funds is being made hereunder to induce or encourage any referral for dental or healthcare services.
- e. Savings Club Services Not Reimbursable by Governmental Health Care Program. Practice hereby represents and warrants that the dental services which Practice performs under this Agreement for Members will be billed and paid solely by the Member, in whole or in part, and that Practice shall not bill a governmental health care program for such dental services.
- f. Terms Exclusive to Savings Club. The terms, rights and obligations of the parties under this Agreement only apply to dental services made available and performed by Practice through the Savings Club and do not apply to (and are not implicated by) any other services Practice may offer or perform for a Member during the term or after the termination of this Agreement.

9. **Compliance with State and Federal Laws:** In all matters under this Agreement, the parties shall abide by and comply with all applicable laws, standards, rules and regulations of those federal, state, and local agencies having jurisdiction over or in connection with the parties' operations. The parties acknowledge that there is no obligation of WDAISC to refer patients or other dental or healthcare items or services to Practice or any affiliate of Practice, and there is no obligation of Practice to refer patients or other dental or healthcare items or services to WDAISC or any affiliate of WDAISC. Notwithstanding the unanticipated effect of any of the provisions herein, the parties intend this Agreement to comply with 42 U.S.C. § 1320a-7b (b) (commonly known as the Anti-Kickback Statute), 42 U.S.C. § 1395nn (commonly known as the Stark Law) and any other federal or state law statute or regulation governing fraud and abuse or self-referrals, as such provisions may be amended from time to time. This Agreement shall be construed in a manner consistent with compliance with such statutes and regulations, and the parties

hereto agree to take such actions necessary to construe and administer this Agreement accordingly. If any court or administrative agency of competent jurisdiction determines that this Agreement violates any of such statutes or regulations, then the parties agree to take such actions in good faith as necessary to amend this Agreement to comply with the applicable statutes or regulations, as provided herein.

10. **Licensing Agreements:** To the extent the parties are required to execute any licensing, sub-licensing, or other agreements regarding software or technology used by WDAISC and Practice in connection with performing this Agreement ("**License Agreements**"), the parties agree to execute such agreements as reasonably necessary. To the extent a License Agreement included has its own terms and termination provisions, those terms shall govern for that License Agreement only, and termination of one License Agreement shall not terminate any other License Agreement(s) or this Agreement as a whole.

11. **Access to Records; Confidentiality:**

- a. Government Access. The federal, state and local government, and any of their authorized representatives, shall have access to all information and records, or copies of same, within the possession of WDAISC, MG, or Practice, which are pertinent to and involve transactions related to this Agreement if such access or disclosure is required by law, regulation, or valid order of a court or government agency; provided however, that a party receiving such a government request for access or disclosure first notify the other party and both parties cooperate to seek an appropriate protective order.
- b. WDAISC Access. During regular business hours and upon reasonable notice and demand, WDAISC or WDAISC's designated representative shall have access to and the right to audit all information and records or copies of records related to dental services rendered by Practice to Members under this Agreement. Practice shall provide records or copies of records requested by WDAISC or WDAISC's designated representative within fourteen (14) days from the date such request is made, except, in the case of an audit by WDAISC or WDAISC's designated representative, records or copies of records shall be provided at the time of the audit. Unless applicable statutes or regulations require a longer time period, WDAISC or WDAISC's designated representative shall have such access during the term of this Agreement and for three (3) years following its termination.
- c. Business Confidentiality. The terms and provisions of this Agreement, including the Fee Schedules (fees for dental procedure codes) shall be confidential and shall not be disclosed by either party to anyone without first obtaining the written consent of the other party, except in the ordinary course of business to agents of the parties who have agreed to maintain the confidentiality of such matters. In the event either party is requested or becomes legally compelled to disclose any of the terms hereof or transactions between the parties, such party will provide the other party with prompt written notice of such request(s) to allow the other party to seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order is not

obtained, or that compliance with the provisions of this Agreement is waived, the party making disclosure agrees that it shall disclose only such information that is legally required and will exercise its best efforts to obtain reliable assurances that confidential treatment will be accorded to such information that is being disclosed. The parties agree to hold each other's proprietary or confidential information in strict confidence. The parties agree not to make each other's proprietary or confidential information available in any form to any third party or to use each other's proprietary or confidential information for any purpose other than as specified in this Agreement. Each party agrees to take all reasonable steps to ensure that proprietary or confidential information of either party is not disclosed or distributed by its employees, agents or contractors in violation of the provisions of this Agreement. Each party's proprietary or confidential information shall remain the sole and exclusive property of that party.

- d. Medical Records Privacy; HIPAA. The parties agree to comply with all applicable federal and state laws and regulations relating to the maintenance, uses and disclosures of protected health information, including without limitation the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("*HIPAA*") as amended, and any current and future regulations promulgated thereunder, including the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164, the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164, and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "*HIPAA Requirements*". The parties agree to enter into any further agreements as necessary to facilitate compliance with the HIPAA Requirements, including the Business Associate Agreement attached as **Exhibit B** and incorporated herein. All medical records, including reports for patients of Practice and Practice's dental professionals, shall be the property of Practice. Practice agrees to: (1) permit WDAISC and its duly authorized or designated representatives to inspect, audit and duplicate any data or records necessary, in WDAISC's reasonable determination, for WDAISC to perform its duties under this Agreement; and (2) comply with any requests for information following the termination of this Agreement, to the extent permitted by applicable law.

12. **Publicity and Use of Mark:** Neither party will use for publicity, promotion or otherwise, any logo, name, trade name, service mark or trademark of the other party or its affiliates, or any simulation, abbreviation or adaptation of the same, or the name of any employee or agent of the other party, without that party's prior, written, express consent. Such consent shall not be unreasonably withheld. Notwithstanding the foregoing, Practice may use the Savings Club name and mark in connection with its operations, and WDAISC may use Practice's name and mark in connection with this Agreement, including publicly listing the names and photos of Practice's dental professionals who are Participating Dental Professionals. The parties may identify each other and the fact that Practice's dental professionals are Participating Dental Professionals for the Savings Club. The parties may publicly announce they have entered into this Agreement, but neither party shall disclose the specific terms of this Agreement (including pricing) to any third party without the other party's prior written consent.

13. **Indemnification:** Each party (the *“Indemnifying Party”*) shall hold the other party (the *“Indemnified Party”*) and its owners, officers, directors, employees, agents, representatives, successors, affiliates and assigns harmless, and defend and indemnify the Indemnified Party, from any claim or suit brought against the Indemnified Party arising out of: (i) the Indemnifying Party's breach of this Agreement; (ii) the negligent actions or failures to act by the Indemnifying Party; and/or (iii) any violation of applicable law, rule or regulation by the Indemnifying Party. In addition, the parties specifically acknowledge and agree that WDAISC shall not be responsible for any action or inaction of Practice in connection with the provision of dental services to Members. Practice further acknowledges and agrees that WDAISC is not responsible or liable for any acts or omissions made pursuant to any direction, consent or other request reasonably believed by WDAISC to be genuine and from an authorized representative of Practice. The rights and obligations under this Section shall survive termination of this Agreement.

14. **Notices:** Except as otherwise provided in this Agreement, all such communications shall be deemed to have been duly given when transmitted by facsimile, electronic mail, or personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as aforesaid:

If to Practice:

Practice: _____

Address: _____

Attn: _____

Email: _____

If to WDAISC:

WDA Insurance & Services Corp.
6737 W. Washington St., Suite 2360
West Allis, WI 53214
Attn: Mara T. Roberts, President
Email: mroberts@profinsprog.com

With a copy to:

Moonlight Graham, LLC
10201 Port Washington Rd
Mequon, WI 53092
Attn: Peter Capper, President
Email: Peter.Capper@moonlightgraham.com

15. **Record Retention and Filing of this Agreement:** WDAISC and Practice agree to retain this Agreement in their respective official records during the term of this Agreement and for such additional period of time, not less than three (3) years, or as may be required under applicable laws and regulations. The parties agree that WDAISC may file this Agreement with any governmental agency if required by applicable law.
16. **LIMITATION OF LIABILITY:** IN NO EVENT SHALL WDAISC BE LIABLE TO PRACTICE OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR CONNECTED IN ANY WAY WITH WDAISC'S PERFORMANCE UNDER THIS AGREEMENT OR BREACH THEREOF, OR FOR ANY CLAIM BY ANY OTHER PARTY, EVEN IF WDAISC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.
17. **Liability for Own Acts:** Except as otherwise set forth in this Agreement, each party shall be responsible for its own acts and omissions and for any and all claims, liabilities, injuries, suits, demands and expenses of all kinds which may result from or arise out of any alleged malfeasance, professional malpractice, or neglect caused or alleged to have been caused by such party, its employees, agents or representatives, in the performance or omission of any act or responsibility of that party under this Agreement. In the event a claim is made against both parties, the parties agree to cooperate with one another in the defense of said claim and shall endeavor to cause their insurers to do likewise; provided, however, each party reserves the right to take any and all actions it deems necessary to protect its own interests. This Section shall survive the termination of this Agreement.
18. **Independent Contractors:** In the performance of services under this Agreement, it is mutually understood and agreed that the parties are at all times acting and performing as independent contractors. Nothing under this Agreement is intended, nor shall be construed, to create a partnership, an employer-employee relationship, or a joint venture between the parties. Neither party shall have any claim against the other party under this Agreement, or otherwise, for workers' compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, social security benefits, disability insurance benefits, unemployment insurance benefits, or any other benefits.
19. **Licenses and Permits:** WDAISC and Practice represent and warrant that each has in full force and effect, and shall maintain, all licenses, permits and certificates required given their respective operations.
20. **Non-Discrimination:** Each party agrees that, in the performance of this Agreement, services will be provided without discrimination toward any patients, employees, or other persons to the extent prohibited by law.

21. **Waiver:** No waiver of any breach of or failure to perform hereunder, any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further and continuing waiver of any such breach or failure to perform hereunder, any term, provision or condition of this Agreement. No waiver shall be valid unless in writing and signed by the parties.
22. **Assignment:** Except as provided within this Section, neither party hereto shall assign nor transfer, in whole or in part, this Agreement or any of its rights, duties or obligations under this Agreement without the written consent of the other party, and any attempt to assign or transfer without such consent shall be null and void *ab initio*; provided, however, in the event WDAISC voluntarily terminates the Master Services Agreement with MG and ceases to market the Savings Club or any similar product or service in the State of Wisconsin, WDAISC shall, pursuant to an assignment agreement between WDAISC and MG, assign this Agreement, and any rights, duties, or obligations of WDAISC hereunder, to MG, and such assignment shall not require Practice's written consent. *Neither WDAISC, nor MG, if this Agreement is assigned in accordance with the preceding sentence, will sell, rent, or transfer this Agreement to a third party without first obtaining the Practice's consent.*
23. **Binding Effect:** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their permitted successors and assigns.
24. **Governing Law and Venue:** The terms and conditions of this Agreement, as well as all disputes arising under or relating to this Agreement, shall be governed by Wisconsin law, specifically excluding any choice-of-law principles. Any action to enforce or construe any provision of this Agreement may be brought only in courts located in Milwaukee County, notwithstanding the appropriateness of the jurisdiction of any other county or state.
25. **Dispute Resolution:** In the event a dispute between WDAISC and the Practice arises out of or is related to this Agreement, the parties to the dispute shall meet and negotiate in good faith to attempt to resolve the dispute. In the event the dispute is not resolved within thirty (30) days of the date one party sent written notice of the dispute to the other party, and if any party wishes to pursue the dispute, it shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association. In no event may arbitration be initiated more than one year following the sending of written notice of the dispute. Any arbitration proceeding under the Agreement shall be conducted in Milwaukee County, Wisconsin. The arbitrators shall have no authority to award any punitive or exemplary damages, or to vary or ignore the terms of this Agreement, and shall be bound by Wisconsin law.
26. **Entire Agreement; Amendment:** This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof. This Agreement and the Exhibits hereto may be amended by WDAISC upon thirty (30) days' written notice to Practice.
27. **Non-Exclusive Agreement:** This Agreement is not exclusive in any respect. WDAISC is entitled to and may enter into similar agreements with other practices, and Practice is free to enter into similar agreements with other parties and to maintain Practice's private practice for patients who are not Members.

28. **Force Majeure:** Either party shall be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent the delays or failures result from causes beyond the reasonable control of the party, including, but not limited to, default of subcontractors or suppliers, failures of third party software, default of third party vendors, acts of God or of the public enemy, U.S. or foreign governmental actions, communications or utility interruption or failure, fire, flood, epidemic, pandemic, and freight embargoes. The existence of the cause of such delay or failure shall extend the term of performance on the part of a party to such extent as may be necessary to enable it to complete performance in the exercise of reasonable diligence after the cause of the delay or failure have been removed.
29. **Severability:** The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or unenforceability of any other term(s) or provision(s) and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. In the event a provision of this Agreement is rendered invalid or unenforceable and its removal has the effect of materially altering the obligations of either party in such manner as, in the sole judgment of the affected party, will cause serious and material financial hardship to such party, the party so affected shall have the right to terminate this Agreement upon thirty (30) days' prior written notice to the other party.
30. **Further Assurances:** Each party hereto agrees to do all acts and things and to make, execute and deliver such written instruments that shall, from time to time, be reasonably required to carry out the terms and provisions of this Agreement.
31. **Counterparts:** This Agreement may be executed in one or more counterparts any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same instrument.
32. **Survivability:** The provisions of Sections 4.f, 6.j, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 23, 24, and 29 shall survive termination, expiration or non-renewal of this Agreement.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be signed and delivered by their duly authorized representatives.

**WDAISC or MG on behalf of
WDAISC**

PRACTICE

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
FEE SCHEDULES
(See Attached)



The Wisconsin Dental Association (WDA) Dental Savings Club Fee Schedule includes the following dental codes, and six (6) special dental care bundles.

WDA Member - General Dentist Effective Date: January 24, 2024

*Updated version (01.24.24) of the WDA Dental Savings Club fee schedule replaces any and all other previous fee schedules for WDA Members - General Dentists in the network

Dental Codes	Description	Fee
Clinical Oral Evaluation		
D0120	Periodic Oral Exam	\$52
D0140	Limited Oral Evaluation - Problem Focused	\$82
D0145	Oral Evaluation, Patient Under Three	\$72
D0150	Comprehensive Oral Evaluation - New Or Established Patient	\$87
D0160	Detailed And Extensive Oral Evaluation - Problem Focused, By Report	\$160
D0170	Re-Evaluation - Limited, Problem Focused	\$62
D0171	Re-Evaluation - Post Operative Office Visit	\$59
D0180	Comprehensive Periodontal Evaluation	\$102
D0190	Screening Of A Patient	\$51
D0191	Assessment Of A Patient	\$37
Diagnostic Imaging (Including Interpretation)		
D0210	Intraoral - Comprehensive Series Of Radiographic Images	\$144
D0220	Intraoral - Periapical First Radiographic Image	\$32
D0230	Intraoral - Periapical Each Additional Image	\$28
D0240	Intraoral - Occlusal Radiographic Image	\$40
D0250	Extraoral - 2D Projection Radiographic Image	\$58
D0251	Extra-Oral Posterior Dental Radiographic Image	\$52
D0270	Bitewing - Single Radiographic Image	\$31
D0272	Bitewings - Two Radiographic Images	\$48
D0273	Bitewings - Three Radiographic Images	\$54

Dental Codes	Description	Fee
D0274	Bitewings - Four Radiographic Images	\$65
D0277	Vertical Bitewings - 7 To 8 Radiographic Images	\$95
D0310	Sialography	\$445
D0320	Temporomandibular Joint Arthrogram, Including Injection	\$786
D0322	Tomographic Survey	\$638
D0330	Panoramic Radiographic Image	\$123
D0340	2D Cephalometric Radiographic Image	\$135
D0350	Oral/Facial Photographic Images	\$57
D0351	3D Photographic Image This Procedure Is For Diagnostic Purposes. Not Applicable	\$72
D0364	Cone Beam - Less Than One Whole Jaw	\$232
D0365	Cone Beam - One Full Dental Arch - Mandible	\$342
D0366	Cone Beam - One Full Dental Arch - Maxilla	\$337
D0367	Cone Beam - Both Jaws	\$326
D0368	Cone Beam O Tmj Series	\$367
D0369	Maxillofacial Mri	\$208
D0370	Maxillofacial Ultrasound	\$119
D0380	Cone Beam - Less Than One Whole Jaw	\$214
D0381	Cone Beam - One Full Dental Arch - Mandible	\$346
D0382	Cone Beam - One Full Dental Arch - Maxilla	\$332
D0383	Cone Beam - Both Jaws	\$292
D0384	Cone Beam O Tmj Series	\$371
D0385	Maxillofacial Mri	\$2,277
D0386	Maxillofacial Ultrasound	\$570

WDA Member - General Dentist

Dental Codes	Description	Fee
D0393	Virtual Treatment Simulation Using 3D Image Volume Or Surface Scan	\$102
Tests and Examinations		
D0414	Laboratory Processing Of Microbial Specimen	\$59
D0415	Collection Of Microorganisms For Culture And Sensitivity	\$43
D0416	Viral Culture	\$64
D0417	Viral Culture	\$58
D0418	Viral Culture	\$59
D0422	Collection And Preparation Of Genetic Sample	\$43
D0425	Caries Susceptibility Tests	\$37
D0431	Adjunctive Pre-Diagnostic Test That Aids In Detection Of Mucosal Abnormalities	\$32
D0460	Pulp Vitality Tests	\$60
D0470	Diagnostic Casts	\$106
Oral Pathology Laboratory		
D0472	Accession Of Tissue, Gross Examination	\$81
D0473	Accession Of Tissue, Gross And Microscopic Examination	\$172
D0474	Accession Of Tissue, Gross And Microscopic Examination	\$193
D0475	Decalcification Procedure	\$104
D0476	Special Stains For Microorganisms	\$101
D0477	Special Stains, Not For Microorganisms	\$138
D0478	Immunohistochemical Stains	\$126
D0479	Tissue In-Situ Hybridization, Including Transmission	\$193
D0480	Accession Of Exfoliative Cytologic Smears, Microscopic Examination	\$119
D0481	Electron Microscopy	\$445
D0482	Direct Immunofluorescence	\$148
D0483	Indirect Immunofluorescence	\$148
D0484	Consultation On Slides Prepared Elsewhere	\$223
D0485	Consultation, Including Preparation Of Slides From Biopsy Material	\$307
D0486	Accession Of Transepithelial Cytologic Sample, Microscopic Examination	\$142

Dental Codes	Description	Fee
Tests and Examinations		
D0601	Caries Risk Assessment And Documentation, With A Finding Of Low Risk	\$88
D0602	Caries Risk Assessment And Documentation, With A Finding Of Moderate Risk	\$63
D0603	Caries Risk Assessment And Documentation, With A Finding Of High Risk	\$67
D0604	Antigen Testing For A Public Health Related Pathogen, Including Coronavirus	\$58
D0605	Antibody Testing For A Public Health Related Pathogen, Including Coronavirus	\$43
D0701	Panoramic Radiographic Image - Image Capture Only	\$138
D0702	2-D Cephalometric Radiographic Image - Image Capture Only	\$156
D0703	2-D Oral/Facial Photographic Image Obtained Intra-Orally Or Extra-Orally - Image	\$74
D0704	3D Photographic Image - Image Capture Only	\$74
D0705	Extra-Oral Posterior Dental Radiographic Image - Image Capture Only	\$52
D0706	Intraoral - Occlusal Radiographic Image - Image Capture Only	\$46
D0707	Intraoral - Periapical Radiographic Image - Image Capture Only	\$30
D0708	Intraoral - Bitewing Radiographic Image - Image Capture Only	\$30
D0709	Intraoral - Comprehensive Series Of Radiographic Images - Image Capture Only	\$148
Dental Prophylaxis		
D1110	Prophylaxis - Adult	\$89
D1120	Prophylaxis - Child	\$68
Fluoride Treatments		
D1206	Topical Application Of Fluoride Varnish	\$42
D1208	Topical Application Of Fluoride	\$38
Other Preventive Services		
D1310	Nutritional Counseling For Control Of Dental Disease	\$38

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Dental Codes	Description	Fee
D1320	Tobacco Counseling For The Control And Prevention Of Oral Disease	\$47
D1321	Counseling For The Control And Prevention Of Adverse Oral, Behavioral, And Systemic	\$60
D1330	Oral Hygiene Instructions	\$50
D1351	Sealant - Per Tooth	\$55
D1352	Preventive Resin Restoration	\$86
D1353	Sealant Repair - Per Tooth	\$45
D1354	Interim Caries Arresting Medicament Application - Per Tooth	\$40
D1355	Caries Preventive Medicament Application - Per Tooth	\$46
Space Maintainers		
D1510	Space Maintainer - Fixed, Unilateral - Per Quadrant	\$344
D1516	Space Maintainer - Fixed - Bilateral, Maxillary	\$440
D1517	Space Maintainer - Fixed - Bilateral, Mandibular	\$463
D1520	Space Maintainer - Removable, Unilateral - Per Quadrant	\$342
D1526	Space Maintainer - Removable - Bilateral, Maxillary	\$529
D1527	Space Maintainer - Removable - Bilateral, Mandibular	\$529
D1551	Re-Cement Or Re-Bond Bilateral Space Maintainer - Maxillary	\$67
D1552	Re-Cement Or Re-Bond Bilateral Space Maintainer - Mandibular	\$67
D1553	Re-Cement Or Re-Bond Unilateral Space Maintainer - Per Quadrant	\$46
D1556	Removal Of Fixed Unilateral Space Maintainer - Per Quadrant	\$43
D1557	Removal Of Fixed Bilateral Space Maintainer - Maxillary	\$65
D1558	Removal Of Fixed Bilateral Space Maintainer - Mandibular	\$65
D1575	Distal Shoe Space Maintainer - Fixed, - Unilateral - Per Quadrant	\$339
Amalgam Restorations, Includes Local Anesthetic		
D2140	Amalgam - One Surface, Primary Or Permanent	\$138

Dental Codes	Description	Fee
D2150	Amalgam - Two Surfaces, Primary Or Permanent	\$173
D2160	Amalgam - Three Surfaces, Primary Or Permanent	\$210
D2161	Amalgam - Four Or More Surfaces, Primary Or Permanent	\$241
D2330	Resin-Based Composite - One Surface, Anterior	\$163
D2331	Resin-Based Composite - Two Surfaces, Anterior	\$202
D2332	Resin-Based Composite - Three Surfaces, Anterior	\$245
D2335	Resin-Based Composite - Four Or More Surfaces Or Involving Incisal Angle	\$306
D2390	Resin-Based Composite Crown, Anterior	\$331
D2391	Resin-Based Composite - One Surface, Posterior	\$186
D2392	Resin-Based Composite - Two Surfaces, Posterior	\$236
D2393	Resin-Based Composite - Three Surfaces, Posterior	\$289
D2394	Resin-Based Composite - Four Or More Surfaces, Posterior	\$339
D2410	Gold Foil - 1 Surface	\$329
D2420	Gold Foil - 2 Surfaces	\$548
D2430	Gold Foil - 3 Surfaces	\$950
Inlays, Onlays and Crowns, Includes Local Anesthetic		
D2510	Inlay - Metallic - One Surface	\$870
D2520	Inlay - Metallic - Two Surfaces	\$987
D2530	Inlay - Metallic - Three Surfaces	\$1,138
D2542	Onlay - Metallic - Two Surfaces	\$1,116
D2543	Onlay - Metallic - Three Surfaces	\$1,167
D2544	Onlay - Metallic - Four Or More Surfaces	\$1,214
D2610	Inlay - Porcelain/Ceramic - One Surface	\$1,024
D2620	Inlay - Porcelain/Ceramic - Two Surfaces	\$1,065
D2630	Inlay - Porcelain/Ceramic - Three Surfaces	\$1,151
D2642	Onlay - Porcelain/Ceramic - Two Surfaces	\$1,119

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Dental Codes	Description	Fee
D2643	Onlay - Porcelain/Ceramic - Three Surfaces	\$1,205
D2644	Onlay - Porcelain/Ceramic - Four Or More Surfaces	\$1,266
D2650	Inlay - Resin-Based Composite - One Surface	\$673
D2651	Inlay - Resin-Based Composite - Two Surfaces	\$801
D2652	Inlay - Resin-Based Composite - Three Surfaces	\$842
D2662	Onlay - Resin-Based Composite - Two Surfaces	\$731
D2663	Onlay - Resin-Based Composite - Three Surfaces	\$881
D2664	Onlay - Resin-Based Composite - Four Or More Surfaces	\$902
D2710	Crown - Resin-Based Composite (Indirect)	\$519
D2712	Crown - 3/4 Resin-Based Composite (Indirect)	\$519
D2720	Crown - Resin With High Noble Metal	\$1,280
D2721	Crown - Resin With Predominantly Base Metal	\$1,199
D2722	Crown - Resin With Noble Metal	\$1,225
D2740	Crown - Porcelain/Ceramic	\$1,136
D2750	Crown - Porcelain Fused To High Noble Metal	\$1,121
D2751	Crown - Porcelain Fused To Predominantly Base Metal	\$1,114
D2752	Crown - Porcelain Fused To Noble Metal	\$1,104
D2753	Crown - Porcelain Fused To Titanium And Titanium Alloys	\$1,200
D2780	Crown - 3/4 Cast High Noble Metal	\$1,243
D2781	Crown - 3/4 Cast Predominantly Base Metal	\$1,170
D2782	Crown - 3/4 Cast Noble Metal	\$1,208
D2783	Crown - 3/4 Porcelain/Ceramic	\$1,214
D2790	Crown - Full Cast High Noble Metal	\$1,130
D2791	Crown - Full Cast Predominantly Base Metal	\$1,154
D2792	Crown - Full Cast Noble Metal	\$1,137

Dental Codes	Description	Fee
D2794	Crown - Titanium And Titanium Alloys	\$1,280
D2799	Provisional Crown	\$454
Other Restorative Services		
D2910	Re-Cement Or Re-Bond Inlay, Onlay, Veneer Or Partial Coverage Restoration	\$109
D2915	Re-Cement Or Re-Bond Cast Indirectly Fabricated Or Pre-Fabricated Post And Core	\$105
D2920	Re-Cement Or Re-Bond Crown	\$113
D2921	Reattachment Of Tooth Fragment, Incisal Edge Or Cusp	\$154
D2928	Prefabricated Porcelain/Ceramic Crown - Permanent Tooth	\$423
D2929	Prefabricated Porcelain / Ceramic Crown - Primary Tooth	\$421
D2930	Prefabricated Stainless Steel Crown - Primary Tooth	\$299
D2931	Prefabricated Stainless Steel Crown - Permanent Tooth	\$341
D2932	Prefabricated Resin Crown	\$351
D2933	Prefabricated Stainless Steel Crown With Resin Window	\$401
D2934	Prefabricated Esthetic Coated Stainless Steel Crown - Primary Tooth	\$414
D2940	Protective Restoration	\$121
D2941	Interim Therapeutic Restoration - Primary Dentition	\$114
D2949	Restorative Foundation For An Indirect Restoration	\$111
D2950	Core Buildup, Including Any Pins When Required	\$279
D2951	Pin Retention - Per Tooth, In Addition To Restoration	\$63
D2952	Post And Core In Addition To Crown, Indirectly Fabricated	\$429
D2953	Each Additional Indirectly Fabricated Post - Same Tooth	\$219
D2954	Prefabricated Post And Core In Addition To Crown	\$351
D2955	Post Removal	\$271
D2957	Each Additional Prefabricated Post - Same Tooth	\$175

WDA Member - General Dentist

Dental Codes	Description	Fee
D2960	Labial Veneer (Resin Laminate) - Direct	\$817
D2961	Labial Veneer (Resin Laminate) - Indirect	\$962
D2962	Labial Veneer (Porcelain Laminate) - Indirect	\$1,199
D2971	Additional Procedures To Customize A Crown To Fit Under An Existing Partial Dent	\$168
D2975	Coping	\$512
D2980	Crown Repair	\$224
D2981	Inlay Repair	\$205
D2982	Onlay Repair	\$205
D2983	Veneer Repair	\$205
D2990	Resin Infiltration Of Incipient Smooth Surface Lesions	\$76
Endodontics		
D3110	Pulp Cap - Direct (Excluding Final Restoration)	\$82
D3120	Pulp Cap - Indirect (Excluding Final Restoration)	\$74
D3220	Therapeutic Pulpotomy	\$193
D3221	Pulpal Debridement - Primary And Permanent Teeth	\$213
D3222	Partial Pulpotomy For Apexogenesis - Permanent Tooth	\$189
D3230	Pulpal Therapy (Resorbable Filling) - Anterior, Primary Tooth	\$196
D3240	Pulpal Therapy (Resorbable Filling) - Posterior, Primary Tooth	\$241
D3310	Endodontic Therapy, Anterior Tooth (Excluding Final Restoration)	\$810
D3320	Endodontic Therapy Premolar Tooth (Excluding Final Restoration)	\$934
D3330	Endodontic Therapy, Molar Tooth (Excluding Final Restoration)	\$1,158
D3331	Treatment Of Root Canal Obstruction; Non-Surgical Access	\$319
D3332	Incomplete Endodontic Therapy	\$497
D3333	Internal Root Repair Of Perforation Defects	\$264
D3346	Retreatment Of Previous Root Canal Therapy - Anterior	\$1,014
D3347	Retreatment Of Previous Root Canal Therapy - Premolar	\$1,205

Dental Codes	Description	Fee
D3348	Retreatment Of Previous Root Canal Therapy - Molar	\$1,362
D3351	Apexification / Recalcification - Initial Visit	\$437
D3352	Apexification / Recalcification - Interim	\$196
D3353	Apexification / Recalcification - Final Visit	\$603
D3355	Pulpal Regeneration - Initial Visit	\$437
D3356	Pulpal Regeneration - Interim Medication Replacement	\$196
D3410	Apicoectomy - Anterior	\$921
D3421	Apicoectomy - Premolar (First Root)	\$967
D3425	Apicoectomy - Molar (First Root)	\$1,105
D3426	Apicoectomy - Each Additional Root)	\$376
D3428	Bone Graft In Conjunction With Periradicular Surgery - Per Tooth, Single Site	\$1,053
D3429	Bone Graft In Conjunction With Periradicular Surgery - Each Additional Tooth	\$1,090
D3430	Retrograde Filling - Per Root	\$276
D3431	Biologic Materials To Aid In Soft And Osseous Tissue Regeneration	\$1,342
D3432	Guided Tissue Generation - Resorbable Barrier, Per Site	\$1,153
D3450	Root Amputation - Per Root	\$565
D3460	Endodontic Endosseous Implant	\$2,111
D3470	Intentional Reimplantation (Including Necessary Splinting)	\$1,078
D3471	Surgical Repair Of Root Resorption - Anterior	\$1,342
D3472	Surgical Repair Of Root Resorption - Premolar	\$1,342
D3473	Surgical Repair Of Root Resorption - Molar	\$1,342
D3501	Surgical Exposure Of Root Surface Without Apicoectomy Or Repair Of Root Resorpti	\$784
D3502	Surgical Exposure Of Root Surface Without Apicoectomy Or Repair Of Root Resorpti	\$784
D3503	Surgical Exposure Of Root Surface Without Apicoectomy Or Repair Of Root Resorpti	\$784

WDA Member - General Dentist

Dental Codes	Description	Fee
D3910	Surgical Procedure For Isolation Of Tooth With Rubber Dam	\$157
D3911	Intraorifice Barrier	\$109
D3920	Hemisection (Including Any Root Removal), Not Including Root Canal Therapy	\$430
D3921	Decoronation Or Submergence Of An Erupted Tooth	\$430
D3950	Canal Preparation And Fitting Of Preformed Dowel Or Post	\$186
Periodontics		
D4210	Gingivectomy Or Gingivoplasty - Four Or More Contiguous Teeth	\$567
D4211	Gingivectomy Or Gingivoplasty - One To Three Contiguous Teeth	\$265
D4212	Gingivectomy/Gingivoplasty To Allow Access For Restorative Procedure, Per Tooth	\$168
D4230	Anatomical Crown Exposure - Four Or More Contiguous Teeth Per Quadrant	\$802
D4231	Anatomical Crown Exposure - One To Three Teeth Per Quadrant	\$382
D4240	Gingival Flap Procedure, Including Root Planing - Four Or More Contiguous Teeth	\$738
D4241	Gingival Flap Procedure, Including Root Planing - One To Three Contiguous Teeth	\$483
D4245	Apically Positioned Flap	\$535
D4249	Clinical Crown Lengthening - Hard Tissue	\$794
D4260	Osseous Surgery (Including Flap And Closure) - Four Or More Teeth	\$1,284
D4261	Osseous Surgery (Including Flap And Closure) - One To Three Teeth	\$967
D4263	Bone Replacement Graft - First Site In Quadrant	\$499
D4264	Bone Replacement Graft - Each Additional Site In Quadrant	\$364
D4265	Biologic Materials To Aid In Soft And Osseous Tissue Regeneration, Per Site	\$433
D4266	Guided Tissue Generation, Natural Teeth - Resorbable Barrier, Per Site	\$457

Dental Codes	Description	Fee
D4267	Guided Tissue Regeneration, Natural Teeth - Nonresorbable Barrier, Per Site (Inc	\$572
D4270	Pedicle Soft Tissue Graft Procedure	\$860
D4273	Autogenous Connective Tissue Graft Proc, First Tooth, Implant Or Tooth Position	\$1,115
D4274	Distal Or Proximal Wedge Procedure	\$602
D4275	Non-Autogenous Connective Tissue Graft, First Tooth, Implant Or Tooth Position	\$912
D4276	Combined Connective Tissue And Pedical Graft, Per Tooth	\$1,178
D4277	Free Soft Tissue Graft Procedure (Including Donor Site Surgery) First	\$965
D4278	Free Soft Tissue Graft Procedure (Including Donor Site Surgery) Each Additional	\$350
D4283	Autogenous Connective Tissue Graft Procedures, Each Additional	\$801
D4285	Non-Autogenous Connective Tissue Graft, Each Additional	\$661
D4286	Removal Of Non-Resorbable Barrier	\$153
D4320	Provisional Splinting - Intracoronal	\$420
D4321	Provisional Splinting - Extracoronal	\$382
D4322	Splint - Intra-Coronal Natural Teeth Or Prosthetic Crowns	\$420
D4323	Splint - Extra-Coronal Natural Teeth Or Prosthetic Crowns	\$363
D4341	Periodontal Scaling And Root Planing - Four Or More Teeth Per Quadrant	\$262
D4342	Periodontal Scaling And Root Planing - One To Three Teeth Per Quadrant	\$185
D4346	Scaling In Moderate Or Severe Gingival Inflammation	\$148
D4355	Full Mouth Debridement To Enable Comprehensive Periodontal Evaluation And Diagno	\$184
D4381	Localized Delivery Of Antimicrobial Agents Via A Controlled Release Vehicle	\$67
D4910	Periodontal Maintenance	\$143

WDA Member - General Dentist

Dental Codes	Description	Fee
D4920	Unscheduled Dressing Change (By Someone Other Than Treating Dentist Or Staff)	\$108
D4921	Gingival Irrigation With A Medicinal Agent - Per Quadrant	\$15
Prosthodontics		
D5110	Complete Denture - Maxillary	\$1,624
D5120	Complete Denture - Mandibular	\$1,579
D5130	Immediate Denture - Maxillary	\$1,527
D5140	Immediate Denture - Mandibular	\$1,452
D5211	Maxillary Partial Denture - Resin Base	\$1,292
D5212	Mandibular Partial Denture - Resin Base	\$1,501
D5213	Maxillary Partial Denture - Cast Metal Framework With Resin Denture Bases	\$1,766
D5214	Mandibular Partial Denture - Cast Metal Framework With Resin Denture Bases	\$1,745
D5221	Immediate Maxillary Partial Denture - Resin Base	\$1,441
D5222	Immediate Mandibular Partial Denture - Resin Base	\$1,615
D5223	Immediate Maxillary Partial Denture - Cast Metal Framework With Resin Base	\$1,932
D5224	Immediate Mandibular Partial Denture - Cast Metal Framework With Resin Base	\$1,932
D5225	Maxillary Partial Denture - Flexible Base (Including Any Retentive Clasp Mate)	\$1,459
D5226	Mandibular Partial Denture - Flexible Base (Including Any Retentive Clasp Mat)	\$1,564
D5227	Immediate Maxillary Partial Denture - Flexible Base (Including Any Clasps, Rests)	\$1,478
D5228	Immediate Mandibular Partial Denture - Flexible Base (Including Any Clasps, Rest)	\$1,712
D5282	Removable Unilateral Partial Denture - One Piece Cast Metal (Including Retentive)	\$1,033

Dental Codes	Description	Fee
D5283	Removable Unilateral Partial Denture - One Piece Cast Metal (Including Retentive)	\$1,033
D5284	Removable Unilateral Partial Denture - One Piece Flexible Base (Including Retentive)	\$789
D5286	Removable Unilateral Partial Denture - One Piece Resin (Including Retentive Clas)	\$789
Adjustments and Repairs to Complete Dentures		
D5410	Adjust Complete Denture - Maxillary	\$86
D5411	Adjust Complete Denture - Mandibular	\$88
D5421	Adjust Partial Denture - Maxillary	\$87
D5422	Adjust Partial Denture - Mandibular	\$88
D5511	Repair Broken Complete Denture Base - Mandibular	\$176
D5512	Repair Broken Complete Denture Base - Maxillary	\$181
D5520	Replace Missing Or Broken Teeth - Complete Denture (Each Tooth)	\$163
Repairs to Partial Dentures		
D5611	Repair Resin Partial Denture Base - Mandibular	\$190
D5612	Repair Resin Partial Denture Base - Maxillary	\$192
D5621	Repair Cast Partial Framework - Mandibular	\$205
D5622	Repair Cast Partial Framework - Maxillary	\$205
D5630	Repair Or Replace Broken Retentive / Clasp Materials - Per Tooth	\$249
D5640	Replace Broken Teeth - Per Tooth	\$172
D5650	Add Tooth To Existing Partial Denture	\$227
D5660	Add Clasp To Existing Partial Denture - Per Tooth	\$262
D5670	Replace All Teeth And Acrylic On Cast Metal Framework (Maxillary)	\$644
D5671	Replace All Teeth And Acrylic On Cast Metal Framework (Mandibular)	\$644
Denture Rebase and Reline		
D5710	Rebase Complete Maxillary Denture	\$651

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Dental Codes	Description	Fee
D5711	Rebase Complete Mandibular Denture	\$622
D5720	Rebase Maxillary Partial Denture	\$615
D5721	Rebase Mandibular Partial Denture	\$615
D5725	Rebase Hybrid Prosthesis	\$651
D5730	Reline Complete Maxillary Denture (Direct)	\$369
D5731	Reline Complete Mandibular Denture (Direct)	\$367
D5740	Reline Maxillary Partial Denture (Direct)	\$337
D5741	Reline Mandibular Partial Denture (Direct)	\$337
D5750	Reline Complete Maxillary Denture (Indirect)	\$487
D5751	Reline Complete Mandibular Denture (Indirect)	\$487
D5760	Reline Maxillary Partial Denture (Indirect)	\$483
D5761	Reline Mandibular Partial Denture (Indirect)	\$483
D5765	Soft Liner For Complete Or Partial Removable Denture - Indirect	\$490
D5810	Interim Complete Denture (Maxillary)	\$768
D5811	Interim Complete Denture (Mandibular)	\$837
D5820	Interim Partial Denture (Including Retentive Clasp Materials And Teeth) - Max	\$581
D5821	Interim Partial Denture (Including Retentive Clasp Materials And Teeth) - Man	\$628
D5850	Tissue Conditioning, Maxillary	\$156
D5851	Tissue Conditioning, Mandibular	\$155
D5862	Precision Attachment, By Report	\$515
D5863	Overdenture - Complete Maxillary	\$1,697
D5864	Overdenture - Partial Maxillary	\$2,239
D5865	Overdenture - Complete Mandibular	\$1,697
D5866	Overdenture - Partial Mandibular	\$2,327
D5867	Replacement Of Replaceable Part Of Semi-Precision Or Precision Attachment	\$13

Dental Codes	Description	Fee
Maxillofacial Prosthetics		
D5911	Facial Moulage (Sectional)	\$382
D5912	Facial Moulage (Complete)	\$382
D5913	Nasal Prosthesis	\$8,048
D5914	Auricular Prosthesis	\$8,048
D5915	Orbital Prosthesis	\$10,892
D5916	Ocular Prosthesis	\$2,905
D5931	Obturator Prosthesis, Surgical	\$4,334
D5932	Obturator Prosthesis, Definitive	\$8,105
D5934	Mandibular Resection Prosthesis With Guide Flange	\$7,387
D5935	Mandibular Resection Prosthesis Without Guide Flange	\$6,428
D5936	Obturator Prosthesis, Interim	\$7,219
D5937	Trismus Appliance (Not For Tmd Treatment)	\$907
D5951	Feeding Aid	\$1,180
D5952	Speech Aid Prosthesis, Pediatric	\$3,830
D5953	Speech Aid Prosthesis, Adult	\$7,274
D5954	Palatal Augmentation Prosthesis	\$6,741
D5955	Palatal Lift Prosthesis, Definitive	\$6,235
D5982	Surgical Stent	\$532
D5983	Radiation Carrier	\$1,375
D5984	Radiation Shield	\$1,375
D5985	Radiation Cone Locator	\$1,375
D5986	Fluoride Gel Carrier	\$137
D5987	Commissure Splint	\$2,062
D5988	Surgical Splint	\$412
D5991	Vesiculobullous Disease Medicament Carrier	\$158
D5995	Periodontal Medicament Carrier With Peripheral Seal - Laboratory Processed - Max	\$756
D5996	Periodontal Medicament Carrier With Peripheral Seal - Laboratory Processed - Man	\$756
Implant Services		
D6010	Surgical Placement Of Implant Body: Endosteal Implant	\$1,949
D6011	Surgical Access To An Implant Body (Second Stage Implant Surgery)	\$155

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Dental Codes	Description	Fee
D6012	Surgical Placement Of Interim Implant Body For Transitional Prosthesis: Endosteal	\$2,409
D6013	Surgical Placement Of Mini Implant	\$2,371
D6040	Surgical Placement: Epostal Implant	\$8,772
D6050	Surgical Placement: Transosteal Implant	\$6,544
D6051	Interim Implant Abutment Placement. A Healing Cap Is Not An Interim Abutment.	\$438
D6055	Connecting Bar - Implant Supported Or Abutment Supported	\$766
D6056	Prefabricated Abutment - Includes Modification And Placement	\$667
D6057	Custom Fabricated Abutment - Includes Placement	\$893
D6058	Abutment Supported Porcelain/Ceramic Crown	\$1,336
D6059	Abutment Supported Porcelain Fused To Metal Crown (High Noble Metal)	\$1,365
D6060	Abutment Supported Porcelain Fused To Metal Crown (Predominantly Base Metal)	\$1,380
D6061	Abutment Supported Porcelain Fused To Metal Crown (Noble Metal)	\$1,383
D6062	Abutment Supported Cast Metal Crown (High Noble Metal)	\$1,391
D6063	Abutment Supported Cast Metal Crown (Predominantly Base Metal)	\$1,212
D6064	Abutment Supported Cast Metal Crown (Noble Metal)	\$1,267
D6065	Implant Supported Porcelain/Ceramic Crown	\$1,558
D6066	Implant Supported Crown - Porcelain Fused To Metal Crown (Titanium, Titanium All	\$1,393
D6067	Implant Supported Metal Crown - (Titanium, Titanium Alloy, High Noble Metals All	\$1,365
D6068	Abutment Supported Retainer For Porcelain/Ceramic Fpd	\$1,395
D6069	Abutment Supported Retainer For Porcelain Fused To Metal Fpd (High Noble Metal)	\$1,448

Dental Codes	Description	Fee
D6070	Abutment Supported Retainer For Porcelain Fused To Metal Fpd (Base Metal)	\$1,369
D6071	Abutment Supported Retainer For Porcelain Fused To Metal Fpd (Noble Metal)	\$1,397
D6072	Abutment Supported Retainer For Cast Metal Fpd (High Noble Metal)	\$1,413
D6073	Abutment Supported Retainer For Cast Metal Fpd (Base Metal)	\$1,291
D6074	Abutment Supported Retainer For Cast Metal Fpd (Noble Metal)	\$1,372
D6075	Implant Supported Retainer For Ceramic Fpd	\$1,444
D6076	Implant Supported Retainer For Porcelain Fused To Metal Fpd - Porcelain Fused To	\$1,407
D6077	Implant Supported Retainer For Cast Metal Fpd - High Noble Alloys	\$1,365
D6080	Implant Maintenance Procedures, Including Removal And Reinsertion Of Prosthesis	\$144
D6081	Scaling And Debridement	\$55
D6082	Implant Supported Crown - Porcelain Fused To Predominately Base Alloys	\$1,407
D6083	Implant Supported Crown - Porcelain Fused To Noble Alloys	\$1,407
D6084	Implant Supported Crown - Porcelain Fused To Titanium And Titanium Alloys	\$1,407
D6085	Provisional Implant Crown	\$421
D6086	Implant Supported Crown - Predominately Base Alloys	\$1,365
D6087	Implant Supported Crown - Noble Alloys	\$1,365
D6088	Implant Supported Crown - Titanium And Titanium Alloys	\$1,365
D6091	Replacement Of Semi-Precision Or Precision Attachment	\$441
D6092	Re-Cement Or Re-Bond Implant/ Abutment Supported Crown	\$117
D6093	Re-Cement Or Re-Bond Implant/ Abutment Supported Fixed Partial Denture	\$177
D6094	Abutment Supported Crown - (Titanium) And Titanium Alloys	\$1,149

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Dental Codes	Description	Fee
D6096	Remove Broken Implant Retaining Screw	\$47
D6097	Abutment Supported Crown - Porcelain Fused To Titanium And Titanium Alloys	\$1,407
D6098	Implant Supported Retainer - Porcelain Fused To Predominately Base Alloys	\$1,369
D6099	Implant Supported Retainer For Fpd - Porcelain Fused To Noble Alloys	\$1,397
D6100	Surgical Removal Of Implant Body Removal, By Report	\$574
D6101	Debridement Of A Peri-Implant Defect And Surface Cleaning	\$446
D6102	Debridement/Osseous Contouring Of Peri-Implant Defect; Includes Surface Cleaning	\$568
D6103	Bone Graft For Repair Of Peri-Implant Defect - Not Including Flap Entry/Closure	\$481
D6104	Bone Graft At Time Of Implant Placement	\$475
D6105	Removal Of Implant Body Not Requiring Bone Removal Or Flap Elevation	\$152
D6106	Guided Tissue Regeneration - Resorbable Barrier, Per Implant	\$487
D6107	Guided Tissue Regeneration - Non-Resorbable Barrier, Per Implant	\$627
D6110	Implant/Abutment Supported Removable Denture For Edentulous Maxillary Arch	\$1,903
D6111	Implant/Abutment Supported Removable Denture For Edentulous Mandibular Arch	\$1,903
D6112	Implant/Abutment Supported Removable Denture-Partially Edentulous Maxillary Arch	\$1,903
D6113	Implant/Abutment Supported Removable Denture-Partially Edentulous Mand. Arch	\$1,903
D6114	Implant/Abutment Supported Fixed Denture For Edentulous Maxillary Arch	\$5,848
D6115	Implant/Abutment Supported Fixed Denture For Edentulous Mandibular Arch	\$5,848

Dental Codes	Description	Fee
D6116	Implant/Abutment Supported Fixed Denture-Partially Edentulous Maxillary Arch	\$2,557
D6117	Implant/Abutment Supported Fixed Denture-Partially Edentulous Mandibular Arch	\$2,557
D6118	Implant / Abutment Supported Interim Fixed Denture For Edentulous Arch - Mandibu	\$1,734
D6119	Implant / Abutment Supported Interim Fixed Denture For Edentulous Arch - Maxilla	\$1,734
D6120	Implant Supported Retainer - Porcelain Fused To Titanium And Titanium Alloys	\$1,369
D6121	Implant Supported Retainer For Metal Fpd - Predominately Base Alloys	\$1,291
D6122	Implant Supported Retainer For Metal Fpd - Noble Alloys	\$1,372
D6123	Implant Supported Retainer For Metal Fpd - Titanium And Titanium Alloys	\$1,291
D6190	Radiographic/Surgical Implant Index, By Report	\$353
D6191	Semi-Precision Abutment - Placement	\$945
D6192	Semi-Precision Attachment - Placement	\$482
D6194	Abutment Supported Retainer Crown For Fpd (Titanium) - Porcelain Fused To Titani	\$1,183
D6195	Abutment Supported Retainer - Porcelain Fused To Titanium And Titanium Alloys	\$1,394
D6197	Replacement Of Restorative Material Used To Close An Access Opening Of A Screw-R	\$146
D6198	Remove Interim Implant Component	\$258
Prosthodontics, Fixed		
D6205	Pontic - Indirect Resin Based Composite	\$670
D6210	Pontic - Cast High Noble Metal	\$1,024
D6211	Pontic - Cast Predominantly Base Metal	\$959
D6212	Pontic - Cast Noble Metal	\$998

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Dental Codes	Description	Fee
D6214	Pontic - Titanium And Titanium Alloys	\$1,030
D6240	Pontic - Porcelain Fused To High Noble Metal	\$1,087
D6241	Pontic - Porcelain Fused To Predominantly Base Metal	\$934
D6242	Pontic - Porcelain Fused To Noble Metal	\$1,039
D6243	Pontic - Porcelain Fused To Titanium And Titanium Alloys	\$934
D6245	Pontic - Porcelain/Ceramic	\$1,125
D6250	Pontic - Resin With High Noble Metal	\$998
D6251	Pontic - Resin With Predominantly Base Metal	\$921
D6252	Pontic - Resin With Noble Metal	\$950
D6253	Provisional Pontic	\$432
D6545	Retainer - Cast Metal For Resin Bonded Fixed Prosthesis	\$415
D6548	Retainer - Porcelain/Ceramic For Resin Bonded Fixed Prosthesis	\$560
D6549	Resin Retainer - For Resin Bonded Fixed Prosthesis	\$306
D6600	Retainer Inlay - Porcelain/Ceramic, Two Surfaces	\$843
D6601	Retainer Inlay - Porcelain/Ceramic, Three Or More Surfaces	\$885
D6602	Retainer Inlay - Cast High Noble Metal, Two Surfaces	\$901
D6603	Retainer Inlay - Cast High Noble Metal, Three Or More Surfaces	\$991
D6604	Retainer Inlay - Cast Predominantly Base Metal, Two Surfaces	\$883
D6605	Retainer Inlay - Cast Predominantly Base Metal, Three Or More Surfaces	\$936
D6606	Retainer Inlay - Cast Noble Metal, Two Surfaces	\$869
D6607	Retainer Inlay - Cast Noble Metal, Three Or More Surfaces	\$964
D6608	Retainer Onlay - Porcelain/Ceramic, Two Surfaces	\$917
D6609	Retainer Onlay - Porcelain/Ceramic, Three Or More Surfaces	\$957

Dental Codes	Description	Fee
D6610	Retainer Onlay - Cast High Noble Metal, Two Surfaces	\$972
D6611	Retainer Onlay - Cast High Noble Metal, Three Or More Surfaces	\$1,064
D6612	Retainer Onlay - Cast Predominantly Base Metal, Two Surfaces	\$967
D6613	Retainer Onlay - Cast Predominantly Cast Base Metal, Three Or More Surfaces	\$1,011
D6614	Retainer Onlay - Cast Noble Metal, Two Surfaces	\$946
D6615	Retainer Onlay - Cast Noble Metal, Three Or More Surfaces	\$984
D6624	Retainer Inlay - Titanium	\$901
D6634	Retainer Onlay - Titanium	\$946
D6710	Retainer Crown - Indirect Resin Based Composite	\$962
D6720	Retainer Crown - Resin With High Noble Metal	\$1,127
D6721	Retainer Crown - Resin With Predominantly Base Metal	\$1,069
D6722	Retainer Crown - Resin With Noble Metal	\$1,088
D6740	Retainer Crown - Porcelain/Ceramic	\$1,133
D6750	Retainer Crown - Porcelain Fused To High Noble Metal	\$1,107
D6751	Retainer Crown - Porcelain Fused To Predominantly Base Metal	\$1,079
D6752	Retainer Crown - Porcelain Fused To Noble Metal	\$1,075
D6753	Retainer Crown - Porcelain Fused To Titanium And Titanium Alloys	\$1,076
D6780	Retainer Crown - 3/4 Cast High Noble Metal	\$1,088
D6781	Retainer Crown - 3/4 Cast Predominantly Base Metal	\$1,088
D6782	Retainer Crown - 3/4 Cast Noble Metal	\$1,011
D6783	Retainer Crown - 3/4 Porcelain/Ceramic	\$1,120
D6784	Retainer Crown - 3/4 Titanium And Titanium Alloys	\$1,088
D6790	Retainer Crown - Full Cast High Noble Metal	\$1,114

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Dental Codes	Description	Fee
D6791	Retainer Crown - Full Cast Predominantly Base Metal	\$1,056
D6792	Retainer Crown - Full Cast Noble Metal	\$1,094
D6793	Provisional Retainer Crown	\$454
D6794	Retainer Crown - Titanium And Titanium Alloys	\$1,101
D6920	Connector Bar	\$232
D6930	Re-Cement Or Re-Bond Fixed Partial Denture	\$158
D6940	Stress Breaker	\$306
D6950	Precision Attachment	\$590
D6985	Pediatric Partial Denture, Fixed	\$515
Oral and maxillofacial Surgery		
D7111	Extraction, Coronal Remnants - Primarytooth	\$137
D7140	Extraction, Erupted Tooth Or Exposed Root	\$179
D7210	Extraction, Erupted Tooth	\$311
D7220	Removal Of Impacted Tooth - Soft Tissue	\$357
D7230	Removal Of Impacted Tooth - Partially Bony	\$493
D7240	Removal Of Impacted Tooth - Completely Bony	\$562
D7241	Removal Of Impacted Tooth - Completely Bony, Unusual Surgical Complications	\$690
D7250	Removal Of Residual Tooth (Cutting Procedure)	\$337
D7251	Coronectomy - Intentional Partial Tooth Removal - Impacted Teeth Only	\$613
D7260	Oroantral Fistula Closure	\$1,874
D7261	Primary Closure Of Sinus Perforation	\$781
D7270	Reimplantation And/Or Stabilization Of Accidentally Evulsed / Displaced Tooth	\$598
D7272	Tooth Transplantation (Includes Reimplantation)	\$781
D7280	Exposure Of An Unerupted Tooth	\$605
D7282	Mobilization Of Erupted Or Malpositioned Tooth To Aid Eruption	\$273

Dental Codes	Description	Fee
D7283	Placement Of Device To Facilitate Eruption Of Impacted Tooth	\$236
D7285	Incisional Biopsy Of Oral Tissue - Hard (Bone, Tooth)	\$1,047
D7286	Incisional Biopsy Of Oral Tissue - Soft	\$445
D7287	Exfoliative Cytological Sample Collection	\$187
D7288	Brush Biopsy - Transepithelial Sample Collection	\$187
D7290	Surgical Repositioning Of Teeth	\$468
D7292	Placement Of Temporary Anchorage Device [Screw Retained Plate] Requiring Flap	\$749
D7293	Placement Of Temporary Anchorage Device Requiring Flap	\$468
D7294	Placement Of Temporary Anchorage Device Without Flap	\$396
D7297	Corticotomy - Four Or More Teeth Or Tooth Spaces, Per Quadrant	\$4,463
D7310	Alveoloplasty In Conjunction With Extractions - Four Or More Teeth	\$314
D7311	Alveoloplasty In Conjunction With Extractions - One To Three Teeth	\$285
D7320	Alveoloplasty Not In Conjunction With Extractions - Four Or More Teeth	\$513
D7321	Alveoloplasty Not In Conjunction With Extractions - One To Three Teeth	\$429
D7340	Vestibuloplasty - Ridge Extension (Secondary Epithelialization)	\$2,147
D7350	Vesibuloplasty - Ridge Extension (Including Soft Tissue Grafts)	\$6,245
D7410	Excision Of Benign Lesion Up To 1.25 Cm	\$663
D7411	Excision Of Benign Lesion Greater Than 1.25 Cm	\$1,353
D7412	Excision Of Benign Lesion, Complicated	\$1,639
D7413	Excision Of Malignant Lesion Up To 1.25 Cm	\$1,093
D7414	Excision Of Malignant Lesion Greater Than 1.25 Cm	\$1,639
D7415	Excision Of Malignant Lesion, Complicated	\$1,835

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Dental Codes	Description	Fee
D7440	Excision Of Malignant Tumor - Lesion Diameter Up To 1.25 Cm	\$1,483
D7441	Excision Of Malignant Tumor - Lesion Diameter Greater Than 1.25 Cm	\$2,186
D7450	Removal Of Benign Odontogenic Cyst Or Tumor - Dia Up To 1.25 Cm	\$851
D7451	Removal Of Benign Odontogenic Cyst Or Tumor - Dia Greater Than 1.25 Cm	\$1,343
D7460	Removal Of Benign Nonodontogenic Cyst Or Tumor - Dia Up To 1.25 Cm	\$897
D7461	Removal Of Benign Nonodontogenic Cyst Or Tumor - Dia Greater Than 1.25 Cm	\$1,280
D7465	Destruction Of Lesion(S) By Physical Or Chemical Method, By Report	\$420
D7471	Removal Of Lateral Exostosis (Maxilla Or Mandible)	\$1,145
D7472	Removal Of Torus Palatinus	\$1,379
D7473	Removal Of Torus Mandibularis	\$1,227
D7485	Reduction Of Osseous Tuberosity	\$1,160
D7490	Radical Resection Of Maxilla Or Mandible	\$9,368
D7509	Marsupialization Of Odontogenic Cyst Surgical Decompression Of A Large Cystic Le	\$507
D7510	Incision And Drainage Of Abscess - Intraoral Soft Tissue	\$312
D7511	Incision And Drainage Of Abscess - Intraoral Soft Tissue - Complicated	\$487
D7520	Incision And Drainage Of Abscess - Extraoral Soft Tissue	\$1,599
D7521	Incision And Drainage Of Abscess - Extraoral Soft Tissue - Complicated	\$1,756
D7530	Removal Of Foreign Body From Mucosa	\$576
D7540	Removal Of Reaction Producing Foreign Bodies	\$638
D7550	Partial Ostectomy/Sequestrectomy For Removal Of Non-Vital Bone	\$398
D7560	Maxillary Sinusotomy For Removal Of Tooth Fragment Or Foreign Body	\$3,162

Dental Codes	Description	Fee
D7610	Maxilla - Open Reduction (Teeth Immobilized, If Present)	\$5,113
D7620	Maxilla - Closed Reduction (Teeth Immobilized, If Present)	\$3,834
D7630	Mandible - Open Reduction (Teeth Immobilized, If Present)	\$6,648
D7640	Mandible - Closed Reduction (Teeth Immobilized, If Present)	\$4,219
D7650	Malar And/Or Zygomatic Arch - Open Reduction	\$3,196
D7660	Malar And/Or Zygomatic Arch - Closed Reduction	\$1,884
D7670	Alveolus - Closed Reduction, May Include Stabilization Of Teeth	\$1,471
D7671	Alveolus - Open Reduction, May Include Stabilization Of Teeth	\$2,771
D7680	Facial Bones - Complicated Reduction With Fixation And Multiple Surgical	\$9,588
D7710	Maxilla - Open Reduction	\$6,009
D7720	Maxilla - Closed Reduction	\$4,219
D7730	Mandible - Open Reduction	\$8,693
D7740	Mandible - Closed Reduction	\$4,301
D7750	Malar And/Or Zygomatic Arch - Open Reduction	\$5,471
D7760	Malar And/Or Zygomatic Arch - Closed Reduction	\$2,195
D7770	Alveolus - Open Reduction Stabilization Of Teeth	\$2,974
D7771	Alveolus - Closed Reduction Stabilization Of Teeth	\$2,295
D7780	Facial Bones - Complicated Reduction With Fixation And Multiple Approaches	\$12,784
D7810	Open Reduction Of Dislocation	\$5,624
D7820	Closed Reduction Of Dislocation	\$921
D7830	Manipulation Under Anesthesia	\$528
D7840	Condylectomy	\$7,666
D7850	Surgical Discetomy, With/Without Implant	\$6,620
D7852	Disc Repair	\$7,580
D7854	Synovectomy	\$7,822
D7856	Myotomy	\$5,550

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Dental Codes	Description	Fee
D7858	Joint Reconstruction	\$15,820
D7860	Arthrotomy	\$6,743
D7865	Arthroplasty	\$10,867
D7870	Arthrocentesis	\$359
D7871	Non-Arthroscopic Lysis And Lavage	\$718
D7872	Arthroscopy - Diagnosis, With Or Without Biopsy	\$3,833
D7873	Arthroscopy - Lavage And Lysis Of Adhesions	\$4,615
D7874	Arthroscopy - Disc Repositioning And Stabilization	\$6,620
D7875	Arthroscopy - Synovectomy	\$7,252
D7876	Arthroscopy - Discectomy	\$7,819
D7877	Arthroscopy - Debridement	\$6,901
D7880	Occlusal Orthotic Device, By Report	\$944
D7881	Occlusal Orthotic Device Adjustment	\$94
D7910	Suture Of Recent Small Wounds Up To 5 Cm	\$512
D7911	Complicated Suture - Up To 5 Cm	\$1,279
D7912	Complicated Suture - Greater Than 5 Cm	\$2,301
D7920	Skin Graft (Identify Defect Covered, Location And Type Of Graft)	\$3,770
D7921	Collection And Application Of Autologous Blood Concentrate Product	\$328
D7922	Placement Of Intra-Socket Biological Dressing To Aid In Homeostasis Or Clot Stab	\$76
D7941	Osteotomy - Mandibular Rami	\$9,602
D7943	Osteotomy - Mandibular Rami With Bone Graft: Includes Obtaining The Graft	\$8,821
D7944	Osteotomy - Segmented Or Sub-apical	\$7,861
D7945	Osteotomy - Body Of Mandible	\$10,461
D7946	Lefort I - (Maxilla - Total)	\$12,959
D7947	Lefort I - (Maxilla - Segmented)	\$10,898
D7948	Lefort Ii Or Lefort Iii (Osteoplasty Of Facial Bones) - Without Bone Graft	\$14,145

Dental Codes	Description	Fee
D7949	Lefort Ii Or Lefort Iii - With Bone Graft	\$18,423
D7950	Osseous, Osteoperiosteal, Or Cartilage Graft Of The Mandible Or Maxilla	\$1,269
D7951	Sinus Augmentation With Bone Or Bone Substitutes Via A Lateral Open Approach	\$1,707
D7952	Sinus Augmentation Via A Vertical Approach	\$977
D7953	Bone Replacement Graft For Ridge Preservation - Per Site	\$446
D7956	Guided Tissue Regeneration, Edentulous Area - Resorbable Barrier, Per Site	\$546
D7957	Guided Tissue Regeneration, Edentulous Area - Non-Resorbable Barrier, Per Site	\$702
D7961	Buccal / Labial Frenectomy (Frenulectomy)	\$501
D7962	Lingual Frenectomy (Frenulectomy)	\$464
D7963	Frenuloplasty	\$723
D7970	Excision Of Hyperplastic Tissue - Per Arch	\$625
D7971	Excision Of Pericoronal Gingiva	\$229
D7972	Surgical Reduction Of Fibrous Tuberosity	\$874
D7980	Surgical Sialolithotomy	\$984
D7982	Sialodochoplasty	\$2,326
D7983	Closure Of Salivary Fistula	\$2,233
D7990	Emergency Tracheotomy	\$1,920
D7991	Coronoidectomy	\$4,684
D7997	Appliance Removal (Not By Dentist Who Placed Appliance)	\$359
D7998	Intraoral Placement Of A Fixation Device	\$1,561
Orthodontics		
D8010	Limited dental tx primary	10% off provider's billed rate
D8020	Limited dental tx transition	10% off provider's billed rate
D8030	Limited dental tx adolescent	10% off provider's billed rate

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Dental Codes	Description	Fee
D8040	Limited dental tx adult	10% off provider's billed rate
D8050	Intercep dental tx primary	10% off provider's billed rate
D8060	Intercep dental tx transitn	10% off provider's billed rate
D8070	Compre dental tx transition	10% off provider's billed rate
D8080	Compre dental tx adolescent	10% off provider's billed rate
D8090	Compre dental tx adult	10% off provider's billed rate
D8210	Orthodontic rem appliance tx	10% off provider's billed rate
D8220	Fixed appliance therapy habt	10% off provider's billed rate
D8680	Orthodontic retention	10% off provider's billed rate
D8695	Removal of fixed orthodontic appli- ance(s) - other than at conclusion of treatment	10% off provider's billed rate
D8696	Repair of orthodontic appliance - maxillary	10% off provider's billed rate
D8697	Repair of orthodontic appliance - mandibular	10% off provider's billed rate
D8698	Re-cement or re-bond fixed retain- er-maxillary	10% off provider's billed rate
D8699	Re-cement or re-bond fixed retain- er-mandibular	10% off provider's billed rate
D8701	Repair of fixed retainer, includes reattachment-maxillary	10% off provider's billed rate
D8702	Repair of fixed retainer, includes reattachment-mandlbular	10% off provider's billed rate

Dental Codes	Description	Fee
D8703	Replacement of lost or broken retainer-maxillary	10% off provider's billed rate
D8704	Replacement of lost or broken retainer-mandibular	10% off provider's billed rate
Adjunctive General Services		
D9110	Palliative (Emergency) Treatment Of Dental Pain - Per Visit	\$118
D9120	Fixed Partial Denture Sectioning	\$187
D9210	Local Anesthesia Not In Conjunc- tion With Operative Or Surgical Procedures	\$43
D9211	Regional Block Anesthesia	\$50
D9212	Trigeminal Division Block Anesthe- sia	\$78
D9215	Local Anesthesia In Conjunction With Operative Or Surgical Proce- dures	\$39
D9219	Evaluation For Moderate Sedation, Deep Sedation Or General Anes- thesia	\$92
D9222	Deep Sedation/General Anesthesia - First 15 Minutes	\$248
D9223	Deep Sedation / General Anesthe- sia - Each Subsequent 15 Minute Increment	\$232
D9230	Inhalation Of Nitrous/Analgesia, Anxiolysis	\$75
D9239	Intravenous Moderate (Conscious) Sedation/Analgesia - First 15 Min- utes	\$247
D9243	Intravenous Moderate (Conscious) Sedation/Analgesia - Each Subse- quent 15 Minute	\$209
D9248	Non-Intravenous Conscious Seda- tion	\$227
D9310	Consultation - Diagnostic Service Provided By Dentist Or Physician	\$109
D9311	Consultation With A Medical Health Care Professional	\$259
D9410	House/Extended Care Facility Call	\$296
D9420	Hospital Or Ambulatory Surgical Center Call	\$348
D9430	Office Visit For Observation (During Regularly Scheduled Hours)	\$52

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Dental Codes	Description	Fee
D9440	Office Visit - After Regularly Scheduled Hours	\$160
D9450	Case Presentation, Subsequent To Detailed And Extensive Treatment Planning	\$81
D9610	Therapeutic Parenteral Drug, Single Administration	\$60
D9612	Therapeutic Parenteral Drugs, Two Or More Administrations	\$112
D9630	Drugs Or Medicaments - Dispensed For Home Use	\$28
D9910	Application Of Desensitizing Medicament	\$44
D9911	Application Of Desensitizing Resin For Cervical And/Or Root Surface, Per Tooth	\$60
D9912	Pre-Visit Patient Screening	\$55
D9920	Behavior Management, By Report	\$119
D9932	Cleaning And Inspection Of Removable Complete Denture, Maxillary	\$139
D9933	Cleaning And Inspection Of Removable Complete Denture, Mandibular	\$139
D9934	Cleaning And Inspection Of Removable Partial Denture, Maxillary	\$139
D9935	Cleaning And Inspection Of Removable Partial Denture, Mandibular	\$139
D9941	Fabrication Of Athletic Mouthguard	\$155
D9942	Repair And/Or Reline Occlusal Guard	\$194

Dental Codes	Description	Fee
D9943	Occlusal Guard Adjustment	\$95
D9944	Occlusal Guard	\$515
D9945	Occlusal Guard	\$177
D9946	Occlusal Guard	\$428
D9950	Occlusion Analysis - Mounted Case	\$282
D9951	Occlusal Adjustment - Limited	\$104
D9952	Occlusal Adjustment - Complete	\$645
D9953	Reline Custom Sleep Apnea Appliance (Indirect) Resurface Dentition Side Of Appli	\$534
D9970	Enamel Microabrasion	\$73
D9971	Odontoplasty, Per Tooth	\$73
D9972	External Bleaching - Per Arch - Performed In Office	\$285
D9973	External Bleaching - Per Tooth	\$53
D9974	Internal Bleaching - Per Tooth	\$282
D9975	External Bleaching - Per Arch - In Home	\$229
D9992	Dental Case Management - Care Coordinator	\$56
D9993	Dental Case Management - Motivational Interviewing	\$22
D9995	Teledentistry - Synchronous; Real-Time Encounter	\$259
D9996	Teledentistry - Asynchronous; Information Stored And Forwarded To Dentist	\$194

Special Dental Care Bundles

In the WDA Dental Savings Club dental practice directory, the WDSC will highlight dental practices (and dentists) who agree to offer the special dental care bundles to members of the WDA Dental Savings Club.

NEW PATIENT* CONSULTATION

<u>Dental Care</u>	<u>Dental Codes</u>
X-Rays	D0210 / D0330
Oral Health Exam	D0150
Oral Hygiene Instructions	D1330

Member Price \$125

NEW PATIENT* X-RAYS, EXAM & CLEANING

<u>Dental Care</u>	<u>Dental Codes</u>
X-Rays	D0210 / D0330*
Oral Health Exam	D0150
Cleaning	D1110
Oral Hygiene Instructions	D1330

Member Price \$185

ADULT - X-RAYS, EXAM & CLEANING

<u>Dental Care</u>	<u>Dental Codes</u>
X-Rays	D0274*
Oral Health Exam	D0120
Cleaning	D1110
Oral Hygiene Instructions	D1330

Member Price \$165

ADULT - EXAM & CLEANING + FLUORIDE

<u>Dental Care</u>	<u>Dental Codes</u>
Oral Health Exam	D0210
Cleaning	D1110
Fluoride	D1206
Oral Hygiene Instructions	D1330

Member Price \$135

CHILD* - X-RAYS, EXAM & CLEANING

<u>Dental Care</u>	<u>Dental Codes</u>
X-Rays	D0274*
Oral Health Exam	D0120
Cleaning	D1120
Oral Hygiene Instructions	D1330

Member Price \$145

CHILD* - EXAM & CLEANING + FLUORIDE

<u>Dental Care</u>	<u>Dental Codes</u>
Oral Health Exam	D0210
Cleaning	D1120
Fluoride	D1206
Oral Hygiene Instructions	D1330

Member Price \$120

*New patients are defined as members who have not received care from the selected dental practice. Child is defined as under the age of fourteen (14). X-Ray type and number are determined as deemed appropriate by each dentist. If additional services are received with the six special dental care bundles, the additional services will be billed at the WDA fee schedule rate.

Dental practices can join the network and opt-out of offering the special dental care bundles. To opt-out of the special dental care bundles, the dental practice simply sends an email to daniel.dee@wdaclub.com, with Special Dental Care Bundles Opt-out in the subject line, and the dental practice (company) name and locations in the body of the email.

The WDA Dental Savings Club fee schedule is CONFIDENTIAL, and should not be shared in any way in any format with any other dental practices, dentists, hygienists, assistants, dental industry professionals, insurance companies, representatives, or any company, business or association etc. per the dental access agreement.

EXHIBIT B
BUSINESS ASSOCIATE AGREEMENT

See attached.

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (“Agreement”) is entered into this ____ day of _____, 20__ (“Effective Date”) by and between _____ (“Covered Entity”) and WDA Insurance and Services Corp. (“Business Associate”).

WHEREAS, Covered Entity and Business Associate wish to enter into or have entered into an arrangement or arrangements whereby Business Associate will provide services to or on behalf of Covered Entity (collectively “Arrangement”) and, in providing those services, may electronically exchange or have access to Protected Health Information (“PHI”) as defined below;

WHEREAS, Covered Entity is obligated under the Health Insurance Portability and Accountability Act of 1996, and its implementing regulations, including but not limited to, the standards set forth at 45 CFR Parts 160, 162 and 164, and the requirements of the Health Information Technology for Economic and Clinical Health Act (collectively, “HIPAA”) to safeguard PHI and ensure that Business Associate maintains the integrity of PHI and uses and discloses PHI in accordance with HIPAA; and

WHEREAS, Business Associate understands and acknowledges that the terms of this Agreement and HIPAA shall govern the use and disclosure of PHI disclosed to, provided by, received by, or created by Business Associate in the course of providing the services under the Arrangement.

NOW, THEREFORE, the parties agree as follows:

1. Definitions

a. HIPAA Defined Terms. All terms that are capitalized in this Agreement, when they would not be capitalized normally, have the meanings set forth in this Agreement, or the meanings set forth in HIPAA.

b. Protected Health Information. “Protected Health Information” or “PHI” shall have the meaning given to such term under HIPAA and shall include, but not be limited to, any information, whether oral or recorded in any form or medium including, but not limited to, electronic formats or media: (1) that relates to the past, present or future physical or mental condition of an individual; provision of health care to an individual; or past, present or future payment for the provision of health care to an individual; and (2) that identifies the individual or with respect to which there is a reasonable basis to believe that the information can be used to identify the individual.

c. Unsecured Protected Health Information. “Unsecured Protected Health Information” or “Unsecured PHI” means PHI that is not secured: (1) by a technology or methodology specified by the Secretary of the Department of Health and Human Services (“HHS”); or (2) by a technology standard that renders PHI at rest or PHI in motion unusable, unreadable, or indecipherable to unauthorized individuals and that is developed or endorsed by a standards developing organization accredited by the American National Standards Institute.

2. Obligations of Business Associate

a. Confidentiality of Information. Business Associate understands and acknowledges that in the course of providing services, Business Associate may have or be given access to PHI and that unauthorized use or disclosure of PHI is strictly prohibited. To that end, Business Associate shall comply with all policies and applicable laws governing PHI and shall not use or disclose PHI other than as permitted or required by this Agreement or as required by law. Furthermore, Business Associate shall not permit access to any PHI by any unauthorized person or disclose any access code or authorization assigned to Business Associate that allows it to access PHI to any unauthorized person or use such access code or authorization in an unauthorized manner.

b. Permitted Uses of Protected Health Information. Except as otherwise provided in this Agreement, Business Associate shall use PHI as necessary for meeting its obligations and performing any functions, activities, or services for or on behalf of Covered Entity covered by the Arrangement. Business Associate may also use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate. Any use of PHI by Business Associate may not violate HIPAA.

c. Permitted Disclosures of Protected Health Information. Business Associate shall not disclose PHI other than as permitted and required by this Agreement or any other agreement between the parties, or in any manner that would constitute a violation of HIPAA if disclosed by Covered Entity except that Business Associate may disclose PHI as necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate if: (1) the disclosure is required by law; or (2) Business Associate obtains reasonable assurances from the third-party that receives the disclosed PHI that the privacy and security of the PHI will be maintained according to the same terms and conditions set forth in this Agreement, that PHI will be further disclosed only as required by law or for the purpose for which it was disclosed and that third-party will notify Business Associate of any breaches of privacy or security of PHI.

d. Aggregation of Data. Business Associate may aggregate PHI received or obtained from Covered Entity with other PHI in its possession provided that the purpose of such aggregation is to provide Covered Entity with data analyses related to Covered Entity's "health care operations" as that term is defined in HIPAA. Under no circumstances may Business Associate disclose PHI received from or prepared for Covered Entity to another entity covered by HIPAA absent the explicit authorization of Covered Entity.

e. Appropriate Safeguards. Business Associate agrees to use commercially reasonable and appropriate efforts to maintain the privacy and security of PHI and to prevent unauthorized use or disclosure of PHI. Such measures shall include, but not be limited to: (i) implementing and maintain appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by HIPAA; and (ii) taking measures to ensure compliance with standards and implementation specifications with respect to the administrative, physical, and technical safeguards, as required by 45 CFR §§ 164.308, 164.310, 164.312, and 164.316.

f. Reporting Improper Uses or Disclosures. Business Associate agrees to report to Covered Entity within 45 (forty-five) business days any actual or suspected breach of security or any unauthorized use or disclosure of PHI or Unsecured PHI of which it becomes aware,

including those involving agents and subcontractors, and to establish procedures for mitigating, to the greatest extent possible, any harmful effect that is created by any improper use or disclosure of PHI or Unsecured PHI in violation of the Agreement. For purposes of this Agreement, a breach shall be treated as discovered as of the first day on which such breach is known to Business Associate (including any person, other than the individual committing the breach, that is an agent, employee or officer of Business Associate) or should reasonably have been known to Business Associate to have occurred. The parties agree that Business Associate shall not be required to notify Covered Entity of unsuccessful attempts at unauthorized access to its information systems, such as phishing attempts or pings on firewalls.

- (1) Contents of Report Required by this Section. Consistent with HIPAA and the requirements set forth in this Agreement, Business Associate agrees to provide Covered Entity notice that Unsecured PHI may have been subject to an actual or suspected breach or an unauthorized use or disclosure. The notification shall include:
 - i. identification of all affected individuals;
 - ii. a brief description of the security breach, including when it occurred, and when the breach was discovered;
 - iii. a description of the types of Unsecured PHI that were involved in the breach (e.g., name, date of birth, social security number, home address, account number, disability code);
 - iv. the steps the individual should take to protect themselves from potential harm from the breach;
 - v. a brief description of how the Business Associate plans to address the breach, mitigate losses, and to prevent further breaches; and
 - vi. Business Associate contact information for the individual to ask questions, which includes a toll-free number, an electronic mail address, website, or physical address.
- (2) Notifying Individuals of Improper Use or Disclosure of Unsecured PHI. Covered Entity shall provide any notices to individuals required by HIPAA concerning incidents reported by Business Associate, except Business Associate agrees to provide any such notice (subject to review by Covered Entity) if requested to do so by Covered Entity, in which case the notice will be provided by the earlier of the deadline imposed by HIPAA or fifteen (15) business days after the Business Associate receives the request.
- (3) Notifying Media Outlets and HHS of Improper Use or Disclosure of Unsecured PHI. Consistent with HIPAA and the requirements set forth in this Agreement, Business Associate agrees to consult and coordinate with Covered Entity in providing notice to local media outlets and HHS when an actual or suspected breach of security or an unauthorized use or disclosure of Unsecured PHI involves five hundred (500) or more individuals. Business Associate further agrees to maintain a log of all security breaches or unauthorized uses or disclosures of

Unsecured PHI that involve less than five hundred (500) individuals and annually submit such log to HHS consistent with HIPAA requirements.

g. Agents of Business Associate. Business Associate shall ensure that all of its agents and subcontractors to whom it discloses PHI agree in writing to be bound by the same restrictions and obligations contained in this Agreement whenever PHI is made accessible to such agents or subcontractors. Business Associate shall disclose only the minimum necessary PHI for the agent or subcontractor to perform or fulfill the authorized subcontracted services.

h. Books, Records, and Internal Practices. Business Associate agrees to make all internal practices, books, and records relating to the use and disclosure of PHI available to Covered Entity or to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by Covered Entity or the Secretary for the purposes of the Secretary determining Business Associate's compliance with the HIPAA Rules.

i. Access to PHI. Business Associate shall, at the request and direction of Covered Entity, make PHI maintained by Business Associate or its agents and subcontractors available to Covered Entity or the subject thereof for inspection and copying within fifteen (15) days of receipt of such a request from Covered Entity. Such PHI shall be provided electronically if it is maintained in such a format and requested to be produced in that format.

j. Amendment of PHI. Business Associate shall, within thirty (30) days of a request from Covered Entity, make PHI maintained by Business Associate or its agents or subcontractors, available for amendment and, as directed by Covered Entity, shall incorporate any amendment or related statements into the information held by Business Associate and any of its agents or subcontractors.

k. Accounting of Disclosures. Business Associate and its agents and subcontractors agree to document and maintain the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy the Covered Entity's obligations under 45 C.F.R. § 164.528. Business Associate shall, within thirty (30) days of a request from Covered Entity, make available the information necessary for Covered Entity to provide an individual with an accounting of the disclosures of their PHI (including disclosures of PHI contained in an electronic health record for treatment, payment and operations purposes) as required under HIPAA. At a minimum, such information shall include: (1) the date of the disclosure; (2) the name, and if known, the address of the entity or person receiving the PHI; (3) a brief description of the reason for the disclosure or a copy of the written request for the disclosure. Such information must be maintained by Business Associate and its agents and subcontractors for a period of six (6) years from the date of each disclosure. Notwithstanding the foregoing, Business Associate is not required to document the following disclosures:

- (1) Unless otherwise required herein, disclosures made for the purpose of, or incidental to, carrying out treatment, payment, or health care operations;
- (2) Disclosures made to provide the Individual with access to its PHI;
- (3) Disclosures made pursuant to an Individual's written authorization;
- (4) Disclosures required by law for national security or intelligence purposes;

- (5) Disclosures to correctional institutions or law enforcement officials having lawful custody of an Individual;
- (6) Disclosures made as part of a limited data set;
- (7) Disclosures made to persons involved in the Individual's care; and
- (8) Disclosures made for notification purposes such as in an emergency.

1. Restrictions on Use and Disclosure. Business Associate shall comply with any restrictions on use or disclosure of PHI when so notified by Covered Entity.

m. Minimum Necessary. Business Associate agrees that it will not request, use or disclose more than the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.

3. Obligations of Covered Entity

a. Notice of Privacy Practices. Covered Entity agrees to inform Business Associate of its current privacy practices and any future changes to those practices by providing Business Associate with updated copies of its notice of privacy practices.

b. Revocation of Authorization by Individual. Covered Entity agrees to inform Business Associate of any change to or revocation of an individual's authorization to use or disclose PHI to the extent that such changes may affect Business Associate's use or disclosure of PHI.

c. Restrictions on Use and Disclosure. Covered Entity agrees to notify Business Associate of any restrictions to the use or disclosure of PHI agreed to by Covered Entity in accordance with HIPAA to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

d. Permissible Requests. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity, except that Business Associate shall be allowed to use PHI for the specific purposes set forth in Section 2.b and 2.c above.

4. Term and Termination

a. Term. This Agreement shall be effective from the Effective Date and shall continue in effect until all obligations of the parties have been met, unless terminated as provided in Section 4.b.

b. Material Breach. Covered Entity may terminate this Agreement if, after providing Business Associate with written notice of the existence of a material breach of this Agreement, Business Associate fails to, or is unable to, cure the breach within a reasonable time.

c. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate shall:

- (1) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- (2) Return to Covered Entity (or if agreed to by Covered Entity, destroy) the remaining PHI that the Business Associate maintains in any form;
- (3) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent the use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
- (4) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the conditions set out at Section 2.b and 2.c above which applied prior to termination; and
- (5) Return to Covered Entity (or if agreed to by Covered Entity, destroy) the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

5. Miscellaneous

a. Relationship of Parties. None of the provisions of this Agreement are intended to create or shall be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other Arrangement between the Parties.

b. Ownership of PHI. PHI and any related information created for or received from Covered Entity is, and will remain, the property of Covered Entity. Business Associate agrees that it acquires no ownership rights to or title in any PHI.

c. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person or entity other than the individual who is the subject of the PHI, Covered Entity or Business Associate and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.

d. Successors and Assigns. This Agreement shall be binding on the parties and their successors, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

e. Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

f. Modification to Comply with Law. The Parties acknowledge that state and federal laws relating to the security and privacy of PHI are rapidly evolving and that modification of this Agreement may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA. The Parties understand and agree that

Covered Entity must receive satisfactory written assurances from Business Associate that Business Associate will adequately safeguard all PHI. Upon request of either party, the other party agrees to promptly enter into negotiations concerning the terms of a modification to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA.

g. Amendment. This Agreement may be amended or modified only in writing signed by the Parties.

h. Notice. Any notice to the other party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To Covered Entity: [Name]
[Title]
[Address]
[Attn:]

To Business Associate: WDA Insurance & Services Corp.
6737 W. Washington St., Suite 2360
West Allis, WI 53214
Attn: Mara T. Roberts, President
Email: mroberts@profinsprog.com

i. Interpretation. This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA. The Parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

COVERED ENTITY

BUSINESS ASSOCIATE

Name: _____
Title: _____

WDAISC
Name: Mara T. Roberts
Title: President

EXHIBIT C

Eligible Dental Professional Acknowledgement

WHEREAS, WDA Insurance and Services Corp d/b/a Professional Insurance Programs (“WDAISC”), and _____ (“Practice”) entered into a Dental Savings Club Access Agreement (“Agreement”) on _____, 2023.

WHEREAS, WDAISC and Practice agreed to be bound by the terms and conditions of the Agreement;

WHEREAS, the undersigned, as an employee or independent contractor of Practice (“Eligible Dental Professional”), shall provide dental services to Members under the Agreement as a Participating Dental Professional; and

WHEREAS, Eligible Dental Professional acknowledges and agrees that Eligible Dental Professional’s performance of services shall be subject to the terms of the Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. All defined terms used herein shall have the same meaning given in the Agreement, unless otherwise defined.
2. Eligible Dental Professional agrees to abide by all of the terms and conditions set forth in the Agreement, and to abide by all policies and requirements established and revised by WDAISC from time to time.
3. Eligible Dental Professional unconditionally authorizes WDAISC, MG, and Practice to share information, including, but not limited to, information necessary for onboarding and continued participation, as related to providing services to Members.
4. Eligible Dental Professional acknowledges that Eligible Dental Professional has been provided an opportunity to read the Agreement, all of the terms of which are hereby incorporated by reference.
5. Eligible Dental Professional further agrees that payment to Practice or Eligible Dental Professional, as applicable, from Member is payment in full for services provided or arranged for Members participating in the Savings Club. Eligible Dental Professional shall look solely to Practice or the Member for payment and agrees and acknowledges that WDAISC is not responsible for billing or collecting payment for services rendered to Members.

Eligible Dental Professional:

Signature

Printed Name